



Township of Wellington North

P.O. Box 125 • 7490 Sideroad 7 W • Kenilworth • ON • N0G 2E0

Regular Meeting of Council

Monday, August 29, 2011

Following Committee of Adjustment

Council Chambers, Municipal Office, Kenilworth

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TOWNSHIP OF WELLINGTON NORTH

PUBLIC MEETING - MINUTES

Monday, July 25, 2011

The Public Meeting was held Monday, July 25, 2011 at 7:00 p.m. at the Township of Wellington North Council Chambers, Kenilworth to consider a Zoning Amendment application.

Present:

Acting Mayor: Mark Goetz
Councillors: Sherry Burke
Andy Lennox
Dan Yake

Absent:

Mayor: Raymond Tout

Also Present:

C.A.O./Clerk: Lorraine Heinbuch
Executive Assistant: Cathy Conrad
Township Planner: Denise Whaley

Acting Mayor Goetz called the meeting to order.

Declaration of Pecuniary Interest:

None declared.

Application Number 1 – 7:00 p.m.

Owner/Applicant: Duane Colbers

THE LOCATION being rezoned is in Part Lot 21 Concession 3, with a civic address of 7778 Sideroad 9 East. The land is approximately 101 acres (40.9 hectares) in size.

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands to prohibit any future residential development on the agricultural portion of the property, to prohibit the keeping of livestock and allow a reduced setback for the existing agricultural building and to allow for an oversized garage on the residential portion of the property. This rezoning is a condition of severance application B6/11, which was granted provisional approval by the Wellington County Land Division Committee. The consent will sever the existing farm dwelling [2.1 ac (0.8 ha)] from the remainder of the agricultural parcel [99 ac (40 ha)]. The property is currently zoned Agricultural.

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PUBLIC MEETING - MINUTES

Monday, July 25, 2011

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Please note – Section 34 (12) of the Planning Act.

Information – At a meeting under subsection (12), the council shall ensure that information is made available to the public regarding the power of the Municipal Board under subsection (14.1) to dismiss an appeal if an appellant has not provided the council with oral submissions at a public meeting or written submissions before a By-law is passed.

1. Notice for this public meeting was sent to property owners within 120m and required agencies and posted on the property on June 29, 2011.

2. Presentations by:

Denise Whaley, Junior Planner, reviewed her comments dated July 25, 2011.

The zoning amendment is required as a condition of provisional consent (B6/11) by the Wellington County Land Division Committee. The Planning Department had no objections to implementing this decision.

Both the Provincial Policy Statement and County Plan provide for surplus farm dwelling severances, provided the agricultural lands are rezoned to prohibit future residential dwellings. The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels where the impact on existing and future farm operations can be kept to a minimum. Also on the retained parcel, the by-law will address the larger (234m²) agricultural building having deficient setback from the lot line and will prohibit the keeping of livestock in both agricultural buildings.

The by-law will also address the oversized accessory structure on the residential parcel (severed). The accessory structure is described as a metal clad garage. The relief requested appears to be minor in nature, however council should be satisfied that the accessory structure will be used for residential rather than commercial purposes.

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The purpose of the amendment is to rezone the subject lands to prohibit any future residential development on the agricultural portion of the property, to prohibit the keeping of livestock and allow a reduced setback for the existing agricultural building and to allow for an oversized garage on the residential portion of the property. This rezoning is a condition of severance application B6/11, which was granted provisional approval by the Wellington County Land Division Committee. The consent will sever the existing farm dwelling [0.8 ha (2.1 ac)] from the remainder of the agricultural parcel [40.1 ha (99 ac)]. The property is currently zoned Agricultural.

The subject property is considered to be within a Prime Agricultural area. Section 2.3.4.1(c) of the Provincial Policy Statement provides consideration for the severance of a surplus residence, provided that new residential dwellings are prohibited on the remnant parcel of farmland.

The Provincial Policy Statement states in Section 2.3.3.3 that: "*new land uses, including the creation of lots, and new or expanding livestock facilities shall comply with the minimum distance separation formulae.*" " In this case MDS1 would only apply to any livestock facilities on the retained lands. While the retained lot contains two (2) barns, the barns would not meet the necessary separation from the new lot. The applicant has proposed that they will be used as a drive shed and storage. This by-law will address MDS 1 concerns by prohibiting the keeping of livestock in the existing buildings.

The subject lands are designated Prime Agriculture and Core Greenlands. This application is required as a result of a severance application. Section 10.3.4 of the Official Plan implements the Provincial Policy Statement and requires that the remnant parcel be rezoned to prohibit dwellings.

Section 10.3.4 of the Official Plan states:

"A severance may be considered for an existing residence that is surplus to a farming operation as a result of farm consolidation, provided that:

- a) The remaining vacant farmland is large enough to function as a significant part of the overall farm unit; and*
- b) The result of removing the surplus dwelling from the farm does not render the remaining farmlands difficult or inefficient to farm; and*

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- c) *The amount of good farmland retained with the surplus house is kept to a minimum size needed for residential purposes, taking into consideration environmental and topographic features; and*
- d) *The surplus residence is habitable and is not expected to be demolished by a future owner; and*
- e) *The Minimum Distance Separation formula will be met, and*
- f) *The vacant parcel of farmland is rezoned to prohibit a residential use.*

The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels, where the impact on existing and future farm operations can be kept to a minimum."

The subject lands are zoned Agricultural (A) and Natural Environment (NE). There will be two site specific zones required on the subject lands. The first site specific will prohibit a residential use, prohibit keeping livestock in the agricultural buildings and reduce the required setback for the agricultural building to the severed 0.8ha (2.1ac) residential parcel from 18.3m (60ft) to 6.8m, (22.5ft). The second site specific will address the oversized accessory structure on the 0.8ha (2.1ac) residential parcel.

While the residence formed the farm parcel all accessory uses were permitted to utilize 10% of the lot area. As a result of the severance, the residential dwelling lot would be reviewed under Section 6.1 ii, which requires that in addition to the maximum 10% lot area accessory structures not exceed a ground floor area of 92.9m² (1,000ft²). In this case there is a metal clad garage with a floor area of 160.5m² (1,728ft²).

3. Review of Correspondence received by the Township:
 - Liz Yerex, Resource Planner, GRCA
 - No objection
4. The by-law will be considered at the regular Council Meeting following the Public Meeting. Mayor Tout asked those wishing to receive further notices regarding this application to make their request in writing.

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5. Mayor Tout opened the floor for any questions/comments.

The Owner/Applicant was not present to answer any questions

Kathryn Spark, 8851 Hwy. 6, asked for clarification on this application. The large portion will still remain agricultural and agricultural buildings could be built on it but a residential unit won't be allowed. If area expands a hamlet would not be allowed. The owner of the small parcel won't be allowed to keep animals.

Ms. Whaley explained that the zoning amendment restricts the building of residences on the remaining agricultural parcel.

Councillor Lennox stated that the policy allows for the selling of surplus farm dwellings.

6. Comments/questions from Council.

Councillor Lennox commented that while he dislikes the policy of surplus farm dwellings as least this application is retaining a smaller parcel.

Application Number 2 – 7:15 p.m.

Owner/Applicant: Hedge Apple Farms Limited

THE LOCATION being rezoned is in Part Lot 7, Concession 5, which previously formed part of the lot located at civic address of 7513 Sideroad 3 East and was subject to severance. The subject lands are located at the northeasterly portion of the original lot, fronting on Sideroad 3 East. The land is approximately 0.9 ha (2.2 ac) in size.

THE PURPOSE AND EFFECT of the amendment is to rezone the property from Agricultural (A) to an appropriate zone to permit a parochial school to be established on the property. This rezoning is a condition of severance application B64/11, which was granted provisional approval by the Wellington County Land Division Committee. The consent will sever a lot [0.9 ha (2.2 ac)] from the remainder of the agricultural parcel [37.7 ha (93 ac)]. The property is currently designated Prime Agricultural and Core Greenlands in the Official Plan.

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Please note – Section 34 (12) of the Planning Act.

(12) Information. – At a meeting under subsection (12), the council shall ensure that information is made available to the public regarding the power of the Municipal Board under subsection (14.1) to dismiss an appeal if an appellant has not provided the council with oral submissions at a public meeting or written submissions before a By-law is passed.

7. Notice for this public meeting was sent to property owners within 120 m and required agencies and posted on the property on June 29th, 2011.

8. Presentations by:

Denise Whaley, Junior Planner, reviewed her comments dated July 5, 2011.

The zoning amendment is required as a condition of provisional consent (B64/11) by the Wellington County Land Division Committee. The Official Plan provides policies to address this type of special development in the prime agricultural area. The Planning Department is satisfied that the proposal is in general conformity with the County of Wellington Official Plan and are supportive of the request to rezone the severed portion (0.9 hectares) of the property to allow for a parochial school and accessory uses.

The subject lands are designated Prime Agriculture and Core Greenlands in the Wellington County Official Plan.

In the Official Plan, Section 6.4.3 c) allows for community service facilities in prime agricultural areas. Section 6.4.10 further states that: *“community service facilities are restricted to buildings, structures and uses for which a location in the prime agricultural area is necessary for reasons of public safety or government service delivery, such as...schools, churches and cemeteries required for local communities that rely extensively on horse drawn vehicles as their sole means of transportation.”*

It is our understanding that the proposed parochial school will be servicing the local Mennonite Community, who rely exclusively on horse and buggy and active transportation.

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Minimum Distance Separation 1 calculations were completed for the consent application for this property using the provided Farm Data Sheet for the livestock facilities located to the east (Pillar) and west (Bauman) of the subject lands. The application meets the MDS 1 requirements and we have no concerns.

The subject lands are currently zoned Agricultural (A) and Natural Environment (NE). The rezoning of the agricultural lands will allow for an additional use of parochial school and associated accessory uses subject to the regulations for reduced lots in an Agricultural zone. A draft by-law is attached.

PLANNING CONSIDERATIONS

It is the County's position that a site specific Agricultural zone is preferable to an Institution (IN) zone for regulating parochial schools. Applying a site specific agricultural zone will not further affect MDS since it is still considered an agricultural use, however it will limit any other institutional uses which may not be compatible in a prime agricultural area.

9. Review of Correspondence received by the Township:
 - Cherielyn Leslie, Environmental Planning Coordinator. Saugeen Conservation Authority
 - No objection
10. The by-law will be considered at the regular Council Meeting following the Public Meeting. Mayor Tout asked those wishing to receive further notices regarding this application to make their request in writing.
11. Mayor Tout opened the floor for any questions/comments.

The Owner/Applicant was present to answer any questions

TOWNSHIP OF WELLINGTON NORTH

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12. Comments/questions from Council.

Councillor Lennox questioned if the agricultural exception zone would restrict the adjacent land owners development. Would that be a factor of MDS 1 or 2?

Ms. Whaley explained that MDS would allow expansion of barns.

13. Adjournment 7:20 p.m.

C.A.O./CLERK

MAYOR

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

REGULAR MEETING OF COUNCIL

Monday, July 25, 2011

Following Committee of Adjustment

Members Present:

**Acting Mayor: Mark Goetz
Councillors: Sherry Burke
 Andy Lennox
 Dan Yake**

Absent:

Mayor: Raymond Tout

**Also Present: Chief Administrative Officer/Clerk: Lorraine Heinbuch
 Executive Assistant: Cathy Conrad
 Treasurer: John Jeffery**

The meeting was held in the Municipal Office Council Chambers, Kenilworth.

A. **CALLING THE MEETING TO ORDER**

Acting Mayor Goetz called the meeting to order.

B. **O' CANADA**

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

REGULAR MEETING OF COUNCIL

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C. PASSING AND ACCEPTANCE OF AGENDA

Moved by: Councillor Burke

Seconded by: Councillor Lennox

THAT the Agenda for the July 25, 2011 Regular Meeting of Council be accepted and passed with the following additions:

CORRESPONDENCE

6. *Frank Vanderloo, B.M. Ross*
Re: Albert Street Estates Subdivision (Mount Forest)
Preliminary Acceptance of Stages 1, 2 & 3 of Phase 1
- Reduction of Securities

BY-LAWS

7. *56-11 Being a by-law to authorize an amendment to an Agreement Re Severance Consent Conditions. (H. Bye Construction, London Road Development Agreement*

Resolution Number: 1

Carried

D. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

None declared.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

REGULAR MEETING OF COUNCIL

Monday, July 25, 2011

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E. MINUTES

1. Public Meeting, June 20, 2011
2. Regular Meeting of Council, June 20, 2011

Moved by: Councillor Burke
Seconded by: Councillor Lennox

THAT the minutes of the Public Meeting and the Regular Meeting of Council held on June 20, 2011 be adopted as circulated.

Resolution Number: 2

Carried

F. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND RECOMMENDATIONS

1. Arthur Area Fire Department
 - June 2011 Fire Report
 - June 2011 Fire Prevention Officer's Report

Moved by: Councillor Burke
Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North receive the Arthur Area Fire Department June 2011 Fire Report and Fire Prevention Officer's Report.

Resolution Number: 3

Carried

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

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**F. STANDING COMMITTEE, STAFF REPORTS, MINUTES AND
RECOMMENDATIONS (continued)**

2. Mount Forest Fire Department
- June 2011 Fire Report
 - June 2011 Fire Prevention Officer's Report

Moved by: Councillor Burke
Seconded by: Councillor Lennox

THAT the Council of the Corporation of the Township of Wellington North receive the Mount Forest Fire Department June 2011 Fire Report and Fire Prevention Officer's Report.

Resolution Number: 4

Carried

3. Fire Committee
- Minutes, June 21st, 2011

Moved by: Councillor Lennox
Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Fire Committee meeting held on June 21, 2011.

Resolution Number: 5

Carried

4. Works Committee
- Report – Re: Backhoe and Gravel Trailer Quotes

Moved by: Councillor Lennox
Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North approve the purchase of a Strongco backhoe at the quoted price of \$84,000.00 plus applicable taxes as recommended by the Works Committee. This purchase is included in the 2011 road capital budget.

Resolution Number: 6

Carried

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**THE CORPORATION OF THE
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REGULAR MEETING OF COUNCIL

Monday, July 25, 2011

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F. **STANDING COMMITTEE, STAFF REPORTS, MINUTES AND
RECOMMENDATIONS** (continued)

4. Works Committee
- Report – Re: Backhoe and Gravel Trailer Quotes

Moved by: Councillor Lennox
Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North approve the purchase of a Haultec trailer at the quoted price of \$59,080.00 plus applicable taxes as recommended by the Works Committee. This purchase is included in the 2011 road capital budget.

Resolution Number: 7

Carried

G. **CORRESPONDENCE FOR COUNCIL'S INFORMATION AND
DIRECTION**

1. Xplornet Communications Inc.
Re: Notice of Proposed Communications Tower – Telecommunication
Installation for High Speed Wireless Internet
- Received as information
2. Township of Carling
Re: Township of North Stormont – Wildfires in Slave Lake Alberta
Request for support to donate to the Town of Slave Lake, Alberta
to help compensate them in their recent fire.
- Received as information
3. Ontario Provincial Police – County of Wellington Detachment
Re: New Liquor Laws
- Received as information

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

REGULAR MEETING OF COUNCIL

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**G. CORRESPONDENCE FOR COUNCIL'S INFORMATION AND
DIRECTION (continued)**

4. Christine Heffer, Lyme Disease Petition and Awareness
Re: Request for support of the Lyme Disease Petition set forth by MPP
Bailey, Sarnia-Lambton
- Received as information

5. Lorainne Renton, Post Time Pub & Grill
Re: Request for a Liquor License Extension

Moved by: Councillor Lennox

Seconded by: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North have no objection to Post Time Pub & Grill, 267 George St., Arthur, applying for permission for a temporary license extension to the Alcohol and Gaming Commission of Ontario on Saturday, August 27, 2011 for a period of approximately eight hours for an annual charity motorcycle run.

Resolution Number: 8

Carried

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

REGULAR MEETING OF COUNCIL

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**G. CORRESPONDENCE FOR COUNCIL'S INFORMATION AND
DIRECTION (continued)**

6. Frank Vanderloo, B.M. Ross and Associates Limited
Re: Albert Street Estates Subdivision (Mount Forest)
Preliminary Acceptance of Stages 1, 2 & 3 of Phase 1
- Reduction of Securities

**Moved by: Councillor Yake
Seconded by: Councillor Lennox**

THAT the Council of the Corporation of the Township of Wellington North grant Reeves Construction Limited, for the Albert Street Estates Subdivision in the community of Mount Forest, Preliminary Acceptance for Stages 1, 2 & 3 of Phase 1, subject to and effective from the date the Township CAO/Clerk receives proof of registration of all drainage easements and deeding of Block 38 to the Township.

AND FURTHER that the Corporation of the Township of Wellington North grant Reeves Construction Limited, for the Albert Street Estates Subdivision in the community of Mount Forest, reductions in the securities to the followings amounts:

<i>Phase 1:</i>	<i>\$ 88,652.16</i>
<i>Phase 2:</i>	<i><u>\$322,889.23</u></i>
<i>Total Securities to retain:</i>	<i>\$411,541.39</i>

Resolution Number: 9

Carried

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

REGULAR MEETING OF COUNCIL

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H. BY-LAWS

1. 50-11 Being a By-law to Authorize an Agreement to Facilitate Remediation Work to be done on Cork Street and Waterloo Street (unopened portion) in Mount Forest

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT By-law Number 50-11 being a by-law to authorize an Agreement to Facilitate Remediation Work to be done on Cork Street and Waterloo Street (unopened portion) in Mount Forest be read a First, Second and Third time and finally passed.

Resolution Number: 10

Carried

2. 51-11 Being a By-law to Authorize a Lease Agreement for Purposes of Farming Croplands Owned by the Municipality (Part Lot 7, Concession 11, 61R11113, Part 2 (former Township of Arthur) – Simon Martin)

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT By-law Number 51-11 being a by-law to authorize a Lease Agreement for purposes of farming croplands owned by the Municipality be read a First, Second and Third time and finally passed. (Part Lot 7, Concession 11, 61R11113, Part 2 (former Township of Arthur) – Simon Martin)

Resolution Number: 11

Carried

**THE CORPORATION OF THE
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H. **BY-LAWS** (continued)

3. 52-11 Being a By-law to Authorize the Execution of a Site Plan Agreement (Part of Park Lot 7 and Part of Park Lot 8, south side of Smith Street (former Village of Arthur) – 1260119 Ontario Limited)

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT By-law Number 52-11 being a by-law to authorize the execution of a Site Plan Agreement be read a First, Second and Third time and finally passed. (Part of Park Lot 7 and Part of Park Lot 8, south side of Smith Street (former Village of Arthur) – 1260119 Ontario Limited)

Resolution Number: 12

Carried

4. 53-11 Being a By-law to Amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Part Lot 21, Concession 3 (former Township of Arthur) – Colbers)

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT By-law Number 53-11 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North be read a First, Second and Third time and finally passed. (Part Lot 21, Concession 3 (former Township of Arthur) – Colbers)

Resolution Number: 13

Carried

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

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H. **BY-LAWS** (continued)

5. 54-11 Being a By-law to Amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Lot 7, Concession 5 (former Township of Arthur) – Hedge Apple Farm)

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT By-law Number 54-11 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North be read a First, Second and Third time and finally passed. (Lot 7, Concession 5 (former Township of Arthur) – Hedge Apple Farm)

Resolution Number: 14

Carried

6. 55-11 Being a By-law to Temporarily Close Parkside Drive (former Town of Mount Forest) for the purpose of holding the “Wellington North Fun Challenge Mini Triathlon”

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT By-law Number 55-11 being a by-law to temporarily close Parkside Drive (former Town of Mount Forest) for the purpose of holding the “Wellington North Fun Challenge Mini Triathlon” be read a First, Second and Third Time and finally passed.

Resolution Number: 15

Carried

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

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H. **BY-LAWS** (continued)

7. 56-11 Being a by-law to authorize an amendment to an Agreement Re Severance Consent Conditions. (H. Bye Construction, London Road Development Agreement)

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT By-law Number 56-11 being a by-law to authorize an amendment to an Agreement Re: Severance Consent Conditions be read a First, Second and Third time and finally passed. (H. Bye Construction, London Road Development Agreement)

Resolution Number: 16

Carried

I. **OTHER BUSINESS**

1. Report of Livestock Valuer
Re: Livestock Claim
- Gerald Shepetunko

Moved by: Councillor Lennox

Seconded by: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North authorize payment of \$477.00 to Gerald Shepetunko for a livestock claim dated July 4, 2011.

AND FURTHER THAT Gord Flewwelling be paid \$75.00 for Livestock Valuer fees and \$16.50 for mileage.

Resolution Number: 17

Carried

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

REGULAR MEETING OF COUNCIL

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I. **OTHER BUSINESS** (continued)

2. County of Wellington Planning and Land Division Committee
Re: Comments for Consent Applications B95/11 and B96/11

Application 95/11

Council supported the application with the following condition:

- That the owner abide by Township entrance policy

Application 96/11

Council supported the application with the following condition:

- That the owner abide by Township entrance policy

J. **ITEMS FOR COUNCIL'S INFORMATION**

Cheque Distribution Report – dated July 21, 2011

Grand River Conservation Authority

- Minutes, General Membership/Committee of the Whole Meeting, June 9, 2011

The College of Physicians and Surgeons of Ontario

- The Council Award Honouring Outstanding Ontario Physicians

Association of Municipalities of Ontario

- Provincial Election Check List – AMO's Top 12 Asks

Ben Wildeman

- Thank you for Northern Lights Music Festival Scholarship

Vanessa Wildeman

- Thank you for Northern Lights Music Festival Scholarship

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

REGULAR MEETING OF COUNCIL

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K. ANNOUNCEMENTS

None.

L. CLOSED MEETING SESSION

1. "Personnel" Matters pertaining to:
- labour relations

**Moved by: Councillor Lennox
Seconded by: Councillor Yake**

THAT Council go into a meeting at 8:37 p.m. that is closed to the public under subsections 239 (2) (d) of the Municipal Act, 2001

- to consider labour relations

Resolution Number: 18

Carried

**Moved by: Councillor Yake
Seconded by: Councillor Lennox**

THAT Council rise from a closed meeting session at 9 52: p.m.

Resolution Number: 19

Carried

M. CONFIRMING BY-LAW

**Moved by: Councillor Lennox
Seconded by: Councillor Yake**

THAT By-law Number 57-11 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on July 25, 2011 be read a First, Second and Third time and finally passed.

Resolution Number: 20

Carried

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**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

REGULAR MEETING OF COUNCIL

Monday, July 25, 2011

Page Fourteen

N. **ADJOURNMENT**

Moved by: Councillor Yake

Seconded by: Councillor Lennox

THAT the Regular Council meeting of July 25, 2011 be adjourned at 9:55 p.m.

Resolution Number: 21

Carried

C.A.O./CLERK

MAYOR

TOWNSHIP OF
WELLINGTON NORTH

Special Council Meeting

Monday, August 11, 2011

6:00 p.m.

Members Present:

Mayor: Raymond Tout
Councillors: Sherry Burke
Mark Goetz
Andy Lennox
Dan Yake

Also Present: Chief Administrative Officer/Clerk: Lorraine Heinbuch
Treasurer: John Jeffery
Director of Public Works: Barry Trood

The meeting was held in the Municipal Office Council Chambers, Kenilworth.

A. Mayor Tout called the meeting to order.

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT the Agenda for the August 11, 2011 Special Meeting of Council be accepted and passed.

Resolution Number: 1

Carried

B. **DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF**

None declared.

C. **PURPOSE OF MEETING**

Property and Legal matters

TOWNSHIP OF
WELLINGTON NORTH

Special Council Meeting

Monday, August 11, 2011

Page Two

D. CLOSED MEETING SESSION

“Property” matter pertaining to the security of the property of the municipality

“Legal” the receiving of advice that is subject to solicitor, client privilege, including communications necessary for that purpose

Moved by: Councillor Goetz
Seconded by: Councillor Burke

THAT Council go into a meeting at 6:05 p.m. that is closed to the public under subsections 239 (2) (a) (f) of the Municipal Act, 2001

- pertaining to the security of the property of the municipality
- to receive advice that is subject to solicitor, client privilege, including communications for that purpose.

Resolution Number: 2 **Carried**

Moved by: Councillor Burke
Seconded by: Councillor Goetz

THAT Council rise from a closed meeting session at 7:26 p.m.

Resolution Number: 3 **Carried**

E. CONFIRMING BY-LAW NO. 58-11 BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL

Moved by: Councillor Burke
Seconded by: Councillor Goetz

THAT By-law Number 58-11 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Special Meeting held on August 11, 2011 be read a First, Second and Third time and finally passed.

Resolution Number: 4 **Carried**

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TOWNSHIP OF
WELLINGTON NORTH

Special Council Meeting

Monday, August 11, 2011

Page Three

F. **ADJOURNMENT**

Moved by: Councillor Burke

Seconded by: Councillor Goetz

THAT the Special Council meeting of August 11, 2011 be adjourned at 7:28 p.m.

Resolution Number: 5

Carried

C.A.O./CLERK

MAYOR



Arthur Area Fire Department

103 Smith Street, P.O. Box 99, Arthur, Ontario N0G 1A0
Ph: 519-848-3500 • Fax: 519-848-6656

ARTHUR FIRE DEPARTMENT REPORT FOR JULY 2011

The Arthur Fire Department responded to eleven calls for assistance during the month of July, 2011.

- | | |
|---------------------------|--|
| 5 in Arthur Village | - Human Perceived Emergency (wind blew tree down on porch no hydro lines down) |
| | - 3 Ambulance Assist |
| | - Alarm Activation (Caressant Care) |
| 1 in Arthur Township | - Ambulance Assist |
| 4 in West Luther Township | - 2 Ambulance Assist |
| | - Fire (Tractor & Trailer) |
| | - MVC(Vehicle Rollover) |
| 1 in Mapleton Township | - Unauthorized Burn |

There were four practices in July. On July 6th, nine firefighters including the Fire Chief attended; on July 13th, eight firefighters attended; on July 20th, thirteen, firefighters including the Fire Chief attended; on July 27th, eleven firefighters including the Fire Chief attended.

On July 5th, the Ontario Fire Marshall's Office requested the Fire Chief meet with the OPP and the OFM Investigator at a residence in Wellington North with regards to a Grow-Op.

On July 12th Fire Chief Jim Morrison attended "In the Box" Budget Meeting at the municipal office in Kenilworth.

On July 18th Fire Chief Jim Morrison issued a Fire Ban for the Arthur and Area Fire Department's fire coverage zone. Mayor Tout, CAO Lori Heinbuch, Fire Chief MacEachern, and Deputy Fire Chief Troy Lawlor were all notified.

On July 18th & 19th, Fire Chief Jim Morrison and Fire Prevention Officer Jason Benn, attended the Incident Management System 200 Course in Aboyne.

On July 19th, Fire Chief Jim Morrison and Fire Prevention Officer Jason Benn met with Heather Lawson and Linda Dickson to discuss the Library Fire Safety Plan.

On July 20th, a County Wide Fire Ban was issued for the County of Wellington. The Fire Ban was lifted on July 29th.

On July 20th a meeting of the Emergency Management Committee, was held at the Arthur Fire Hall, which was declared an Emergency Operating Centre, due to the evacuation of the Sandy Lake residents. Fire Chief Jim Morrison attended as a member of the EMC. Mayor Tout declared a State of Emergency for the Township of Wellington North. Wellington County Warden Chris White also declared the State of Emergency for Wellington County. On July 21st, the Sandy Lake Evacuees (204) arrived in Arthur and were given accommodations at the Arthur and Area Community Centre. The Arthur Curling Club was also being used for the purpose of hosting the Sandy Lake residents. On July 23rd, the Fire Chief and four Fire Fighters, and Sparky, brought three Fire Trucks to the Community Centre to allow the Sandy Lake visitors an opportunity to view the Arthur Fire Trucks. Some of the Sandy Lake visitors were Volunteer Fire Fighters from their community, and the Fire Department was of special interest to them. The Sandy Lake residents returned home on July 27th, and some on July 28th. Meetings at the EOC were held throughout July 20th to August 2nd.

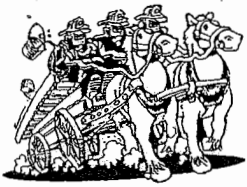
July 29th to July 31st two Fire Fighters attended the Fire Fighters Association of Ontario Conference held in Lindsay.

Jim Morrison
Fire Chief CMM II

**Arthur Fire Department
Fire Prevention Monthly Report
July 2011**

Evac. Procedures.....	4
Telephones calls.....	31
Bus. & Personal Service.....	7
Residential.....	0
Assembly Occ.....	2
Misc.....	9
Industrial.....	0
Meetings.....	12
Complaint(s).....	1
Mercantile.....	1
Letters/reports.....	3
Institutional.....	1
Burn Permit.....	0
New Construction/Plan review.....	0
Occ. Permits.....	0
Extinguisher Training/talks.....	1
Inspections follow up.....	2
Pub. Ed.- lectures/tours.....	0
Fire Safety Plan Review.....	3
Administration duties.....	9

Not a lot done above due to the Sandy Lake residents visiting Arthur.



MOUNT FOREST FIRE DEPARTMENT

Township of Wellington North

MOUNT FOREST FIRE DEPARTMENT REPORT JULY 2011

The Mount Forest Fire Department responded to seventeen calls for assistance during the month of July 2011.

- | | |
|----------------------|---|
| 8 in Mount Forest | - 2 Ambulance Assist |
| | - 1 Small Grass Fire |
| | - 2 MVC (Dublin & Queen St. W. and also 525 Queen St. W.) |
| | - 3 False Alarms |
| 4 in Southgate | - 1 MVC (Grey Road 14 near Southgate Road 4) |
| | - 1 Mutual Aid to assist Dundalk (hay baler & hay) |
| | - 2 Mutual Aid to assist Durham at a house fire and a barn fire |
| 4 in Arthur Township | - 1 False Alarm |
| | - 1 MVC (9150 Con 11) |
| | - Reported illegal burn (not found) |
| | - Reported brush Fire (contained fire) |
| 1 in West Grey | - Mutual Aid to Ayton to assist at a house fire |

There were two meeting/practice sessions held during the month of July. On July 4th, 2011 sixteen members were present and on July 18th, 2011 fifteen members were present.

On July 5th, 2011 one member attended the Wellington County Mutual Aid Meeting in Elora.

On July 11th, 2011 to 15th, 2011 one member attended the Ontario Fire College in Gravenhurst.

Three members attended the Grey County Mutual Aid Meeting in Chatsworth on July 12th, 2011.

The Mount Forest Fire Department assisted at the Mount Forest Fireworks Festival on July 16th, 2011.

Respectfully Submitted,
Ron MacEachern
Mount Forest Fire Chief

**Mount Forest Fire Department
Fire Prevention Monthly Report
July 2011**

Evac. Procedures.....	2
Telephones calls.....	35
Bus. & Personal Service.....	6
Residential.....	1
Assembly Occ.....	4
Misc.....	17
Industrial.....	1
Meetings.....	5
Complaint(s).....	0
Mercantile.....	6
Letters/reports.....	7
Institutional.....	2
Burn Permit.....	0
New Construction/Plan review.....	0
Occ. Permits.....	0
Extinguisher Training/talks.....	2
Inspections follow up.....	5
Pub. Ed.- lectures/tours.....	1
Fire Safety Plans.....	3
Administrative.....	11

One day missed... working in Arthur (Sandy Lake) .. a little less work completed than normal.

TOWNSHIP OF WELLINGTON NORTH

FIRE COMMITTEE MEETING MINUTES

August 16th 2011, 2011 – 7:00 pm - Council Chambers

Members Present: Mark Goetz – Chair (Councillor)
Dan Yake - Councillor
John Jeffery, Treasurer
Jim Morrison, Arthur Fire Chief
Troy Lawlor, Arthur Deputy Fire Chief
Ron MacEachern, Mount Forest Fire Chief
Bill Hieber, Mount Forest Deputy Fire Chief

Also Present: Michelle Stone, Administration Support

Meeting was called to order at 7:00 pm.

1. Declarations of Pecuniary Interest

- None declared.

2. Approval of Minutes from June 21st, 2011 Minutes

Moved By: Ron MacEachern
Seconded by: Troy Lawlor

THAT the Minutes from the June 21st, 2011 meeting be accepted.

Carried

3. Business Arising from Minutes

- **Review of new Budget Process**

John Jeffery reviewed the new budget process that was passed by Council by Resolution. This will entail each department submitting both a 5 year Operating Budget and a 20 year Capital Forecast Budget. This will mean that each department will look at previous and upcoming expenditures needed in the next 5 and 20 years, and then can adjust for inflation for the upcoming years. (for example - wages, utilities, fuel) Also, this allows each department to look ahead for some of the known factors coming in the future. (union contract, new legislation, changes in areas of growth)

John gave the example of \$100,000 for truck repairs – adjust for inflation – use a 2.5% increase (current) then add on for each subsequent year a similar adjustment for inflation. There will always be the ability to make adjustments year to year. It will be a little more time consuming the first time, but after that it will be easier with yearly adjustments.

Ron MacEachern and Jim Morrison both commented that it is still quite time consuming for the Fire Chiefs who are part time.

Ron MacEachern also expressed his concern that he has spent time doing 5 year Capital Budgets in the past and they have not made any difference in the Fire Department's needs being met. In particular, a new tanker has been on the list for several years. Ron was asked to get specs and costs on the purchase of a tanker and bring the information to next Committee meeting to move it forward.

Jim Morrison concurred that he has had the same issues. The Fire Department has very different parameters.

Dan Yake said that Council will address these matters and if a piece of fire equipment is absolutely needed, they will get it. Council is trying to get a "whole" picture and look ahead to future needs. It was suggested that the Fire Chiefs put their concerns in writing for the Finance Committee and Council, and that maybe Councillor Andy Lennox could come to a Fire Committee Meeting.

- **Addition of Jason Benn, Township Fire Prevention Officer**

After discussion, the Committee decided that Jason Benn would bring any issues to the Chiefs and would be invited to attend any meetings on an "as need basis" that were dealing with areas he was involved in.

- **Full Time Fire Chief**

The Committee members will each forward their list of pros and cons regarding a full time Fire Chief, as well as any information regarding costs and timelines to Michelle. All the information will be compiled and forwarded to the Committee members with the Agenda for the next meeting for review.

- **Burn By-law Draft**

The document was reviewed by the Committee. Dan Yake suggested that Jason Benn should also review this document.

The revisions as recommended by the Fire Committee are as follows: (also on the attached copy of the Burn By-law).

- Application Fee – no
- Timeline – should be 6 month from issue date (on application page)
- Wording regarding the "registered property owner" (on application page)
- Recreational Burning Device – "chimenea" should be changed to "metal chimenea"
- Times of burns throughout the document should be "sunrise and sunset" not actual times due to changes in daylight times as the seasons change
- Under "Definitions" the item "Residential Area" has in the past described the actual areas in the Township by name (Damascus, Conn etc.) and the Committee feels that this should be included.
- Item 4.5 should be deleted
- Item 6.1a should be deleted

4. Announcements

John Jeffery inquired as to the delivery time for the Fire Safety House and was informed it will be here in the next month.

A new training officer has been hired by the County from over 100 applicants. He is Jonathan Karns and he will be working out of the Fergus Fire Hall under the County Coordinator.

Jim Morrison informed the Committee that Arthur Fire Fighter, Henry Curtis, is retiring after 38 years with the Arthur Fire Department. There will be a BBQ for him on Wednesday, August 31st at 6:00 pm at the Pavilion in Arthur. Please let Jim Morrison know if you are planning to attend. Jim did inform the Mayor and Lori about this event.

Ron MacEachern updated the Committee on the ATV – the box is being built, siren being installed. The “donated by Mount Forest Lion’s Club” and “in memory of Jack Johnson” lettering will be on the box and other logos for the Lion’s Club and Fire Department will be on the sides and front hood. The ATV will be presented at the Lions Meeting on September 15th, 2011 and the Lion’s will have the next \$5000.00 cheque to present at that meeting also. Jim Morrison asked if it would be accessible for snowmobile and trail incidents. Ron said it would be able to be used for that purpose.

Jim Morrison inquired about the name change for the Fire Department – is it official; are we now one department? What about new flashes and branding.

Bill Hieber suggested, and Troy Lawlor agreed, that the firefighters from both departments should be asked for their input on a new logo, flashes etc. Once submissions have been presented to the Fire Committee and one chosen, it will be sent to Council to be adopted.

5. Next Meeting

The next meeting will be on Tuesday, September 20th, 2011

6. Adjournment

Moved: John Jeffery
Seconded: Bill Hieber

THAT the meeting be adjourned at 9:10 pm.

Carried

WATER/SEWER COMMITTEE MEETING

July 19, 2011

Members: Sherry Burke Chair (absent)
Andy Lennox
Barry Trood
Corey Schmidt
Dale Clark (Roads Superintendent)
Melissa Irvine

Start: 8:30 am **End: 11:00 am**

Minutes from the June 21/11 committee meeting were previously circulated and approved by Council

Business from June 21st meeting

- Discussion took place regarding the extension of the "6" water main on Durham St. W., west of Henry St. in Mount Forest. The water main extension at this point will not be extended until water servicing is necessary.
- Committee was informed that the (5 year financial plan) has been forwarded to BM Ross for further review before sending it to the MOE for approval. BM Ross is to respond back to Township after they have reviewed the document with their comments.

1. Ontario One Call

Barry discussed the Ontario Call system as it relates to locates before digging and having a central phone number from which contractors and homeowners etc can call thus avoiding the confusion of many different phone numbers to call. Cost at the present time is \$1.70 per notification however municipalities will not have to pay this until December 31, 2013. There is a \$1,000 plus tax set up fee which includes 4 hours of mapping. A number of provinces are already on board; however, Ontario has not done so as yet but may be heading to do so in the future.

Barry is to contact them and try and set up another meeting with them and the committee.

2. Arthur Treatment Plant

Discussion took place with committee regarding the Arthur Wastewater Treatment Plant. Barry informed the committee that the Conestogo River Assimilative Capacity Study for the Arthur WWTP Discharge has been completed by Triton Engineering and sent to the MOE for review and comment. Councillor Lennox suggested in the future we may look at sharing information with All Treat as well as the Drayton WWTP who are also users upstream of the Arthur Treatment Plant. Barry handed out an Infiltration and Inflow history breakdown prepared by Triton Engineering to the committee. Further discussion took place in regards to Filter Rehab work being done at the Arthur Treatment Plant and committee members were handed a breakdown of the costs involved supplied by Triton Engineering. The required minimum work came in at a cost of \$140,195.50 with additional optional extras at a cost of \$97,758.00.

Barry is to arrange a meeting to review all information regarding the Filter upgrades with Triton Engineering, OCWA staff and the Township.

Staff Reports (see attached)

3. Trash Pump

Barry was informed through OCWA staff (Steve Miller) that the Township of Mapleton was interested in purchasing our 6" diesel Trash Pump. The Pump served as a backup for the Cork St PS as well as Durham St PS however with the new Pumping Stations now on line at these locations the Trash Pump is no longer required. Based on what the pump was bought for and what it will cost for a new one Barry recommended to the committee that they sell the pump for \$10,000. Barry gave notice of this to Steve Miller from OCWA who will approach Mapleton in this regard.

General information

- Construction to start on Main St south of Queen St for the Connecting Link Project the week of July 25. Signage has already started going up. A pre-construction meeting is to take place at the Mount Forest Sports Complex on July 21 to review construction details.
- Melissa and Barry to attend a Well Aware Award presentation on July 27th in St Mary's. The Township of Wellington North won the award in 2009 and is being recognized at this time. The Well Aware Program award is supported by the Canadian Federation of Municipalities and deals with rural wells and how they are maintained and operated for safe drinking water.
- **Next Meeting: August 23rd @ 8:30 am**

WORKS COMMITTEE MEETING
July 19, 2011

Committee: Andy Lennox, Chairman
Corey Schmidt
Barry Trood
Dale Clark

Start: 11:15 am End: 12:15 pm

Minutes of the June 21st meeting were previously circulated and approved by Council.

Business from the June 21st meeting:

- None

1) Equipment Tender/Quotations

Backhoe Tender (budget \$60,500)

Nortrax	\$87,444
Strongco	\$84,000
Toromount	\$97,937

All quotes plus HST

The 2000 Case backhoe will be sold at Bryan's Farm Supply. They have guaranteed a sale value of at least \$25,000 which is a thousand more than trade-in value offered by Strongco.

There will also be an additional cost for GPS equipment (approx \$1,200)

The committee recommends this purchase from Strongco.

Tri-axle Gravel Trailer (budget \$60,500)

Haultec Sales Inc	\$59,080
Raglan Industries Inc	\$67,500
Wiltsie Truck Bodies Ltd	\$61,910

All quotes plus HST

The 1975 hopper trailer will be sold at Bryan's Farm Supply with the proceeds going to our equipment reserve fund. Bryan's have guaranteed a sale value of at least \$3,000. The committee recommends the purchase from Haultec Sales Inc.

2) Concession #4 Riverbank Erosion

Garth Noecker from K. Smart Assoc. has forwarded a copy of the drawings to Grand River Conservation Authority for a permit to proceed with the work on Concession #4. Garth plans on having the tenders processed and distributed by August with work to begin by late August or early September when water levels are still low.

3) Line #8 Resurfacing

Pulverizing was completed and gravel and calcium have been applied and road has been graded for asphalt. The Murray Group started paving on July 12th and finished on July 13th. Shouldering will be completed by Township equipment and is expected to be finished by July 22nd.

4) Mount Forest Connecting Link

Whites Bridge on Highway #89 has been completed except for centreline painting which is included in the contract. Cedarwell Construction plans to begin work on the connecting link on Highway #6 after July 18th. Detour signs have been posted on Highway #6, Highway #89, County Road #6, and Murphy Street.

5) Private Storm Drains

The Township has many urban storm drains that were installed many years ago. In most cases there are no easements registered. After discussion with Gil Deverell the Township lawyer he recommended that we send letters to property owners with private drains stating that the township does not service these drains or do maintenance on these drains. Committee discussed options of how to deal with private storm drains and Chairman Andy requested that more information be obtained and that a meeting between Staff and the Township lawyer be arranged.

6) General information

- Quotes being obtained for repainting of the 2000 and 2005 plow trucks and the 1990 gravel trailer as included in the budget
- Meeting scheduled for July 19th with Packet Works to discuss the Damascus communication tower and work yard links
- Backhoe training scheduled for August 3rd to 5th
- K Smart & Assoc. have been contacted to proceed with the township bridge inspections as budgeted
- Accent Electronic Controls Inc. are to start installation of the next phase of GPS equipment in August which is included in the budget
- MRC Wireless have been contacted to begin radio updates as budgeted

Next Meeting: August 23rd

TOWNSHIP OF WELLINGTON NORTH
ECONOMIC DEVELOPMENT COMMITTEE MEETING MINUTES

Wednesday, July 20th, 2011 – 4:30 pm

Members Present: Councillor Sherry Burke
 Councillor Mark Goetz
 Councillor Andy Lennox (arrived at 5:20 pm)
 Dale Small, Business Economic Manager
 Tim Boggs
 Shawn McLeod
 Al Rawlins
 Gerald (Shep) Shepetunko
 Jim Taylor

Absent: Mayor Ray Tout, Chair
 Councillor Dan Yake
 Stephen Dineen

Also Present: Dave Barrett: Saugeen Economic Development Corporation
 Sean Kelly: Stempski, Kelly Associates
 Michelle Stone: Administrative Support

Meeting was called to Order @ 4:30 pm

1. Presentation: Dave Barrett: Saugeen Economic Development Corporation

- Dave gave a brief overview of the SEDC for the new committee members including a discussion on the SEDC 2011 – 2012 Priorities, Projects & Programs. He outlined what will be available for the 2012 year in Grants and the timelines that will need to be met to qualify.
- The SEDC is also looking at bringing back the “Stars in Business Awards” in 2012. Wellington North was always a supporter of the award evening.
- Shep inquired into any potential assistance from the SEDC to support businesses like Frey’s that seem to be having more difficulty in staying open. Dave discussed the situation and indicated he would contact OMAFRA as well.
- Dale inquired if it would be possible to have Dave facilitate a session focused on updating the Economic Development strategic plan for the Township. With the turnover on the Economic Development Committee in the past two years updating the strategic plan is something the new committee will be looking at in the fall.

Presentation: Sean Kelly: Stempski, Kelly Associates – Community Improvement Program

- Sean handed out an update and provided the “next steps” plan and a brief summary of the results of the two Community Information Sessions held in Arthur & Mount Forest.
- One item the committee will need to decide is the boundaries for the Community Improvement Plan Area. (CIPA)

- Next steps are as follows:
 - Jim Taylor & Dale Small to review Draft CIP with Sean on August 4th
 - EDC will review final draft at our August meeting and will recommend a draft by-law to go to the August 29th council meeting for the CIPA boundaries.
 - Final CIP document to be distributed to Ministry of Municipal Affairs & Housing by September 1st and Community Information Session to be scheduled for September.
 - Final CIP document adopted by council on September 26th, 2011

2. Declarations of Pecuniary Interest

- None reported.

3. Minutes: Approval of Minutes from the June 15th, 2011 Meeting

Motion by: Shawn McLeod
 Seconded by: Jim Taylor

That the Minutes from the Wednesday, June 15th, 2011 EDC Meeting be accepted.

Carried

4. Report from the Chair: As the Chair was unable to attend the meeting due to the situation with the evacuation of Sandy Lake residents to Arthur there was no report provided.

5. Business Economic Manager Report: Dale handed out a presentation to everyone and provided an update on the following programs:

Business Retention & Expansion Program

- An update was provided by Dale & Al Rawlins. The next area that will be the focus of this program will be the Retail sector.
- Detailed work-plan to be finalized by the end of August with the News Release and survey to be approved at the September EDC meeting

Industry Networking Reception

- This is now in the planning stage and the tentative date is Tuesday, November 22nd, 2011 at the Mount Forest & District Sports Complex.
- Items up for discussion included,
 - a) A reception or a dinner
 - b) A guest speaker or not?
 - c) Who to include; who do we define as “local industry;
 - d) Do we include bordering municipalities?

- A request was made for someone to self-identify to assist putting this program together.

Regional Local Food Project

- Update was provided on the grant received from the Broader Public Sector Investment Fund. Focus of the project is to increase the amount of Ontario Food Products purchased by Ontario Public Sector.
- Four Municipalities, Wellington North, Minto, Centre Wellington and Puslinch have agreed to pool our resources to hire one Local Food Coordinator to work within our communities.

Tourism, Marketing & Promotion

- Twenty-four applications were received for the above position. The recruitment committee of Mayor Tout, Councillor Burke and CAO Heinbuch will be conducting interviews in the near future. It is hoped the position will be in place by early September.

Municipal Economic Development Group

- Dale updated the committee on the above Group and handed out minutes from the last meeting. Meetings are held every month and are attended by all Municipalities as well as the County, OMAFRA and CFDC's.
- Major initiative planned for 2011 - 2012 is the development of a Wellington County Economic Development Strategic Plan.

Budget

- 2011 budget was discussed as well as an overview of the requirements for the 2012 and beyond budget which is due by September 30th.

6. Announcements

- Gabriel Durany from RES Canada will be at our August EDC to provide an update on the status of their plans for Wellington North & Area.
- The first new mural in Arthur is completed and looks very good. There will be a small dedication ceremony on July 21st and all are invited.
- Al Rawlins once again brought up the issue of the lack of enforcement within the community when it comes to buildings and properties that require clean-up. Al had taken some pictures as examples and shared them with the Committee.
- Andy Lennox updated the Committee on the initiative to establish a Trail System and also about the Walking Trail in the Village of Arthur.
- Belinda Wick-Graham of the Town of Minto was the recipient of the "Leading Women Building Communities Award and the Economic Development Committee signed a Certificate congratulating her on this achievement.

7. Next Meeting Date

- Wednesday, August 17th, 2011

8. Adjournment

Motion by: Al Rawlins

Seconded by: Sherry Burke

THAT the Meeting be adjourned at 6:50 pm.

Carried

TOWNSHIP OF WELLINGTON NORTH
ECONOMIC DEVELOPMENT COMMITTEE MEETING MINUTES

Wednesday, August 17th, 2011 – 4:30 pm

Members Present: Councillor Mark Goetz
 Councillor Dan Yake
 Dale Small, Business Economic Manager
 Stephen Dineen
 Shawn McLeod
 Al Rawlins
 Gerald (Shep) Shepetunko
 Jim Taylor

Absent: Mayor Ray Tout, Chair
 Councillor Sherry Burke
 Councillor Andy Lennox
 Tim Boggs

Also Present: Gabriel Durany, RES Canada
 Michelle Stone, Administrative Support

Meeting was called to Order @ 4:35 pm

1. Declarations of Pecuniary Interest

- None reported.

2. Presentation: Gabriel Durany, RES Canada

- Gabriel Durany presented an update on what stage RES Canada was at as it pertains to the Township of Wellington North. RES Canada has had a test windmill (meteorological mast) up for approximately 12 months. They have secured land and are ready to start on-site environmental studies.
- Gabriel outlined the benefits that RES Canada offers. It will encompass an area that runs along a corridor from Arthur thru Conn and north to Southgate. They have applied for a FIT (Feed-In Tariffs) Grant and will be meeting with Southgate Council next month.
- Councillor Yake suggested that a presentation be made to Wellington North Council sometime in the near future.

3. Approval of Minutes from the July 20th, 2011 Meeting

Motion by: Jim Taylor
Seconded by: Mark Goetz

THAT the Minutes from the Wednesday, July 20th, 2011 EDC Meeting be accepted.

Carried

4. Report from Chair

- No report provided.

5. Business Economic Manager Report:

First Impressions Program: OMAFRA have indicated the Town of Acton will be our Exchange Partner. Final details are being put together and we will require 4 – 6 volunteers to take the training and participate in the program.

Business Retention & Expansion Program: Project is on schedule and the survey is being revised. Communication plan and survey will be finalized with Al Rawlins, EDC Champion, by month-end.

6. Community Improvement Plan

- Jim Taylor EDC Champion and Dale Small provided an update on the Community Improvement Plan and reviewed the First Draft of the CIP that had been provided to everyone on August 12th for review.
- Dale Small presented the CIPA Boundaries and after some discussion asked the Committee to make the following recommendation to Council:

Motion by: Steve Dineen

Secoded by: Al Rawlins

THAT the Economic Development Committee recommends to Council that a By-law to designate a Community Improvement Project Area respecting the redevelopment, revitalization, prosperity and beautification of the Arthur and Mount Forest Communities be adopted.

A copy of the actual boundaries will be attached to the by-law

Carried

- Jim then gave an overview of the potential programs and outlined the decisions that need to be made to determine which programs the Township would focus on and apply for. Jim outlined a list of areas that were identified from the Public Meetings, etc..
- Jim explained the key areas and asked that each member present prioritize the top five areas from their perspective for “**Township Leadership Programs**”. The same process was followed to identify the top five areas for “**Financial Incentive Programs**”.

RESULTS: TOWNSHIP LEADERSHIP PROGRAMS

Community Improvement Plan Review Panel	7
Marketing Communications & Promotions Strategy	6
Streetscape, Pedestrian Crossing & Roadway Improvement	6
Gateway Signage & Signal Improvement	6
Open Space Improvement	5
Landscaping Improvement	3
Urban Design Guidelines	2
Heritage Education	2
Parking Improvement	0
Waste Management Improvement	0

*Top Five receiving the most votes

RESULTS: FINANCIAL INCENTIVE PROGRAMS

Rehabilitation Tax Increment Equivalent Grant	7
Façade & Property Improvement	6
Application Fees & Development Charges Grant	6
Vacant Lands Tax Assistance / Tax Increase	5
Public Art Grant	5
Project Feasibility Study Grant	4
Heritage Property Improvement	2
Brownfield Property Tax Assistance / Rehabilitation Grant	1
Environmental Site Assessment / Study Grant	0
Downtown Housing	0
Building Code Compliance / Energy Efficiency Retrofit	0

*Top Five receiving the most votes

- Committee members not in attendance will also be asked to provide their input and after that the final selection will take place.
- An Open House is also required to provide the Public with an opportunity to review and discuss the CIP and it was agreed that this would be scheduled to take place on Wednesday, September 21st in the council chambers. The EDC Meeting will start at 6:00pm and the Open House will follow from 7:00pm – 8:30 pm.
- *All committee members were asked to provide Dale with any additional feedback on the draft CIP by August 26th.*

7. Announcements

- Arthur Chamber Breakfast Meeting on Thursday August 25th
- Mount Forest Chamber AGM on Tuesday September 27th
- The Township will have a display at both Fall Fairs and volunteers will be required
- Mark Goetz mentioned that there is another wind farm planned for the Teviotdale area

- Shep has been in touch with the Taste Real Program and others and is planning on going to Owen Sound for a session. Dale said he would be interested in attending also.

8. Next Meeting Date

- Wednesday, September 21st, 2011
6:00pm – 6:45pm EDC Meeting
7:00pm – 8:30pm CIP Public Open House

9. Adjournment

Motion by: Mark Goetz

THAT the Meeting be adjourned at 6:20 pm

Carried

Township of Wellington North
Building/Property Committee Minutes – June 8, 2011 at 9:00 a.m.

Present: Chair Dan Yake
Chief Building Official Darren Jones
Building Inspector Patty Wright

Absent: Councillor Mark Goetz
C.A.O. Lori Heinbuch

The meeting was held in the Council Chamber at the Municipal Office in Kenilworth, starting at 8:45am

Minutes March 25, 2011

Moved by: Chief Building Official Darren Jones
Seconded by: Building Inspector Patty Wright

That the minutes of the March 25, 2011 meeting be accepted.

Carried

Building Permit Monthly Report

Moved by: Building Inspector Patty Wright
Seconded by: Chief Building Official Darren Jones

That the Building Permit Monthly Review for Period Ending March 31, 2011 was reviewed and accepted.

Carried

Moved by: Building Inspector Patty Wright
Seconded by: Chief Building Official Darren Jones

That the Building Permit Monthly Review for Period Ending April 30, 2011 was reviewed and accepted.

Carried

Moved by: Building Inspector Patty Wright
Seconded by: Chief Building Official Darren Jones

That the Building Permit Monthly Review for Period Ending May 31, 2011 was reviewed and accepted.

Carried

Former Sacred Heart School

Moved by: Chief Building Official Darren Jones
Seconded by: Building Inspector Patty Wright

Motion to proceed with obtaining a design for the roof from Murray Norris for the quoted amount.

Carried

Other Business

Deferral Agreement Dan Cotton

Moved by: Building Inspector Patty Wright
Seconded by: Chief Building Official Darren Jones

That we proceed with preparing a deferral agreement for the property at 493 Eliza St. Arthur PT park Lots A1 & 4S/S as the building will have no Municipal services.

Carried

Arthur Seniors Hall

Discussion took place pertaining to the condition of the Arthur Seniors Hall. Friday May 13, 2011 Chief Building Official Darren Jones met with a third party engineer to evaluate the condition of the building. Further discussion will take place when the engineers report is received.

Date of Next Meeting

July 13, 2011 at 9:00 am

Adjournment

Moved by: Building Inspector Patty Wright
Seconded by: Chief Building Official Darren Jones

That the meeting be adjourned at 9:10am

Carried

Township of Wellington North
Building/Property Committee Minutes – July 13, 2011 at 9:00 a.m.

Present: Chair Dan Yake
Councillor Mark Goetz
C.A.O. Lori Heinbuch
Chief Building Official Darren Jones
Building Inspector Patty Wright

The meeting was held in the Council Chamber at the Municipal Office in Kenilworth, starting at 9:00 am

Delegation Mount Forest Lawn Bowling Club

Present: Bev Brown, Mervin Kirkpatrick, Velda Francis, Russell Rogers and Norman Rude from Mount Forest Lawn Bowling. Harry Engle and Jeff Oakes from the Victory Church.

Discussion took place regarding issues with snow from the Victory Church building damaging property at the Mount Forest Lawn Bowling Club. Results as follows:

1. Pastor Harry Engle will pay Bev Brown's bill for bracing due to snow slide Feb 18, 2011.
2. Victory Church to request in writing a change in the plan to roof the arena area with asphalt shingles as opposed to steel as per lease agreement.
3. Additional snow stops to be installed where required.
4. C.A.O. Lori Heinbuch to draft a Letter of Understanding to clarify conflict resolution procedure for snow and rain issues between The Victory Church, Mount Forest Lawn Bowling Club and the Township of Wellington North.
5. Victory Church to provide a contact list to the Mount Forest Lawn Bowling Club.

Delegation Jens and Lolita Dam Wellington Acres Development

Jens Dam presented his position regarding

1. Permit refusal dated June 8, 2011.
2. Provided some of the requested information from Gamsby and Mannerow regarding Phase 1 of construction.
3. There are no drainage issues.

Jens Dam's question: Why three permits were issued prior to the June 8, 2011 building permit application refusal, what has changed?

Discussion took place clarifying the definition of an accessory building.

Jens Dam has stated that he has lost a client due to the delay in obtaining a building permit. He also stated he just wants to build quality affordable housing.

Committee directed C.B.O. Darren Jones to contact solicitor regarding this matter.

Minutes June 8, 2011

Moved by: Chief Building Official Darren Jones
Seconded by: Councillor Mark Goetz

That the minutes of the June 8, 2011 meeting be accepted.

Carried

Building Permit Monthly Report

Moved by: Councillor Mark Goetz
Seconded by: Building Inspector Patty Wright

That the Building Permit Monthly Review for Period Ending June 30, 2011 was reviewed and accepted.

Carried

Former Sacred Heart School

Chief Building Official Darren Jones to contact Murray Norris to obtain a cost estimate for the roof design presented at this meeting.

Arthur Seniors Hall

Request all council members attend the next Building and Property Committee Meeting to discuss Tacoma Report on the condition of the Arthur Seniors Hall. Chief Building Official Darren Jones to supply a record of repair costs for the building in recent years and the cost of the report. C.A.O. Lori Heinbuch to look in to possible grants.

Other Business

Arthur Seniors Hall caretaker has requested the Township of Wellington North take over cutting the grass at the hall. The grass is the tenant's responsibility; this information will be conveyed by Chief Building Official Darren Jones to Mr. Speiran.

Communication Tower

Moved by: C.A.O. Lori Heinbuch
Seconded by: Chief Building Official Darren Jones

A statement of concurrence be sent by council as per Xplornet's request.

Carried

Flag Report

The flag report was presented; the building department was directed to have flags replaced as necessary. It was suggested by Chair Dan Yake the flag inspection be done bi-annually.

New Business

Gary Matthews has submitted a request to have a flag pole erected in front of the Old Mount Forest Town Hall, to be serviced by his staff. The Building Department has been directed to obtain prices for the pole.

Date of Next Meeting

August 10, 2011 at 9:00 am All Council to be invited regarding Senior Building in Arthur.

Adjournment

Moved by: Councillor Mark Goetz

Seconded by: Chief Building Official Darren Jones

That the meeting be adjourned at 10:55am

Carried

Township of Wellington North
Building/Property Committee Minutes – August 10, 2011 at 10:00 a.m.

Present: Chair Dan Yake
Councillor Mark Goetz
C.A.O. Lori Heinbuch
Chief Building Official Darren Jones
Building Inspector Patty Wright

Also Present: Councillor Andy Lennox
Mayor Raymond Tout

The meeting was held in the Council Chamber at the Municipal Office in Kenilworth, starting at 10:40 am

Discussion Regarding Future of the Arthur Seniors Hall

Discussion took place regarding the required repairs and overall condition of the hall as stated in the report from Tacoma Engineers. Chief Building Official Darren Jones will obtain estimates to do replacement of the roof, restoration of the brick and accessible washrooms. Seniors to be consulted after estimates are received.

Roof Design Former Sacred Heart Catholic School

Discussion to be revisited when the estimate is available.

Letter of Understanding between the Victory Church and the Mount Forest Lawn Bowling Club

Moved by: C.A.O. Lori Heinbuch
Seconded by: Chief Building Official Darren Jones

That the committee agrees with the terms in the letter of understanding between the Mount Forest Victory Church and Mount Forest Lawn Bowling Club. C.A.O. Lori Heinbuch will forward the letter of understanding to the Mount Forest Lawn Bowling Club for review.

Carried

Moved by: C.A.O. Lori Heinbuch
Seconded by: Chief Building Official Darren Jones

That the proposed amendments to the lease agreement between the Township of Wellington North and the Mount Forest Victory Church be forwarded to the Township Solicitor to prepare the amending Agreement to be presented to Council.

Carried

Re-Keys doors at Arthur Food Bank

Moved by: C.A.O. Lori Heinbuch
Seconded by: Chief Building Official Darren Jones

That the food bank may re-key the 2 doors at the Arthur Food Bank and forward the bill and a copy of the keys to the Municipality.

Carried

Proposed Flag Pole Mount Forest Archives

The Committee recommends to council a flag pole be erected in front of the Old Mount Forest Town Hall.

Pole details-30' aluminum pole with internal halyard (plastic chain and stainless cable with cable extension for flying 2 flags), Gold ball revolving top, spun aluminum base cover, fixed base, satin brush finish. The cost of the Pole is \$1380.65, \$475.00 installation, plus shipping and tax.

The Mount Forest BIA has agreed to contribute \$500.00 toward the cost. The balance to be paid from the Administration budget – Miscellaneous Property.

Minutes July 13, 2011

Moved by: Councillor Mark Goetz
Seconded by: Chief Building Official Darren Jones

That the minutes of the July 13, 2011 meeting be accepted.

Carried

Building Permit Monthly Report

Moved by: Chief Building Official Darren Jones
Seconded by: Councillor Mark Goetz

That the Building Permit Monthly Review for Period Ending July 31, 2011 was reviewed and accepted.

Carried

Date of Next Meeting

September 13, 2011 9:00am

Adjournment

Moved by: C.A.O. Lori Heinbuch
Seconded by: Chief Building Official Darren Jones

That the meeting is adjourned at 12:10 pm

Carried

Township of Wellington North

Finance Committee

August 24, 2011

1:00 PM

Minutes

**Attendance: Andy Lennox, Chairman
Mark Goetz, Councillor
John W Jeffery, Treasurer
Lori Heinbuch, CAO/Clerk
Mary Jo Marshall, Deputy Treasurer**

1. Regular monthly financial update and reporting.

A new monthly Financial Statement had been prepared and given to members. Andy made a request to include a grand total at bottom of report. Discussion took place regarding changing to monthly budget reporting.

Moved by: Lori Heinbuch
Seconded by: Mark Goetz

That the Finance Committee recommend to Council that Department Heads present their monthly financial reports to respective committees as a regular agenda item and any discussion of budget variances to be included in the minutes.

Carried.

Council is to also to receive a copy of the Financial Report (Budget vs. Actual) on a monthly basis.

There were questions and discussion on some of the line items.

2. Reporting on staff requirements to conform to new budget process.

There was concern from staff about additional time it takes over and above regular duties to prepare 5 year operating budget and 20 year capital forecast. John stated he recently forwarded the Tangible Capital Assets to Department Heads for use in preparing for their 20 year capital forecast.

/2

3. Stretch Objective review.

It has been talked about at a couple of meetings as to identifying places where to save costs but John hasn't received any input back from Department Heads. Lori advised she had a meeting with Budget Working Group on July 12 this was one of the processes discussed to look at ways of increasing revenues and decreasing costs.

Lori questioned where the policies for Current Level of Service and Change of Level of Service to be prepared June 20/11 by Treasurer. John advised he would have these ready for the September 12th Council meeting.

4. Cork Street Environmental Rehabilitation.

The Cork Street reconstruction project deadline is October 31. The date could be extended but chances are the costs after that date would be our costs.

If we do get funding, we still have to come up with one-third of the cost. We do have a reserve fund for repayment money from Wellington North Power. The last few years we have received \$100,000 per year from Wellington North Power for reserve fund to be spent in Arthur or Mount Forest. We could use these reserves and possibly repay it over the next few years. If no additional get funding is received, there is enough in the reserve to fund the whole cleanup.

Moved by: John Jeffery
Seconded by: Mark Goetz

That the Finance Committee recommend to Council that the Township use the Wellington North Power reserve fund to fund the Cork Street Rehabilitation with expectation that two-thirds will be funded through Infrastructure Stimulus Fund and consideration be given in 2012 budget to replenish this reserve fund.

Carried.

5. Review of Other Unfinanced Deficits

There were a number of large projects over the last couple of years.

- Mount Forest Treatment Plant- finalizing costs which will hit the 2011 budget
- Cork Street – we received extension until October 31
- Egremont Street – have final costs except for warranty cost holdback.
- Durham Street Pumping Station- in completion stage

No unfinanced deficits from these projects.

Conn Pavilion - a deficit of approximately \$10,000

The 2010 budget included borrowing from reserves to cover expenses. It was budgeted in 2011 to debenture approximately \$1,000,000 a resolution will be prepared for the next Committee meeting.

6. Closed Meeting Session “Legal” Matter

Moved by: John Jeffery
Seconded by: Lori Heinbuch

THAT Committee go into a meeting at 8:37 p.m. that is closed to the public under subsections 239 (2) (e) of the Municipal Act, 2001

- *to consider potential litigation*

Carried.

Moved by: Lori Heinbuch
Seconded by: John Jeffery

THAT Committee rise from a closed meeting session at 2:45 p.m.

Carried.

7. Recreation Budget Revision

The 2011 Recreation budget included a cut of \$50,000.00. The revisions were made and reviewed at the June Recreation Committee meeting. The Finance Committee is recommending that the Recreation Coordinator get approval at the September Recreation Committee meeting and a report go to Council regarding these revisions.

/4

8. Recreation Cost Accounting review.

An amount of \$25,000 was in recreation budget to review overall recreation costs. John has contacted Wilfrid Laurier University regarding a co-op student in business related program. Cost would be \$600 – 800/week for 4 month placement. We could also contact a municipality that has gone through this review or perhaps the firm that was looked at to prepare the master plan. The ad has gone out for the new Director of Recreation, Parks and Facilities and perhaps this new person could help in the review. The Recreation committee should make a recommendation.

9. Southgate Fire Agreement Financial Review

Need to analyze capital expenditures over last 10 years. John to prepare report for Committee

10. Southgate Recreation Agreement financial review.

Southgate is currently capped at \$40,000 and based on 20%.

Moved by: Mark Goetz

Seconded by: Lori Heinbuch

That the Finance Committee request a joint meeting with the Recreation Committee to discuss Recreation Cost Accounting review and the Southgate Recreation Agreement.

Carried.

11. Tax Arrears and Property Disposition Update

Discussion took place on status of tax arrears.

12. Finance Committee vs. Committee of the Whole

Andy suggested in order to keep all Council Members informed that they be added as members

Moved by: Mark Goetz

Seconded by: John Jeffery

That the Finance Committee recommend to Council that the membership of the Finance Committee be expanded to include all of Council and meetings to be held on the fourth Monday of each month.

Carried.

13. Adjournment

Moved by: John Jeffery

Seconded by: Lori Heinbuch

That the meeting be adjourned a 3:45 p.m.

Carried

MEMO TO: COUNCIL & CAO

SAUGEEN VALLEY CONSERVATION AUTHORITY REPORT
2011 2ND QUARTER

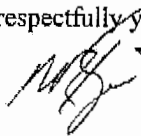
SUBMITTED BY:

Mark MacKenzie, Board Director - Township of Wellington North & the Town of Minto.

As your representative, I attended 4 meetings on your behalf this quarter and have the following hi-lites to report:

- Foundation Report: the Maple Syrup Festival at Saugeen Bluffs was again a huge success with some 6000 in attendance.
- Annual Report, Strategic Plan & the Water Quality reports were forwarded to member municipalities for their information.
- the Board have asked for improved communication between SVCA staff and member municipalities regarding planning matters that require permits.
- the Board reviewed the Strategic Plan and implementation of this years recommendations
- costs for SVCA Capital Development for 2011 will be taken from reserves with no budget impacts
- the Financial Report was received and all forecasts are on target as presented.
- West Grey submitted their request for usage of part the SVCA area in Durham for public swimming lessons. After lengthy discussions, the Board voted to approve the request after certain conditions were met. Your representative was the only "NO" vote due to legal & liability concerns and recommended West Grey use a local Aquatic swimming pool facility rather than the river.
- SVCA struck a "Parks Committee" to review & recommend to the Board operating improvements and cost savings regarding the 16 camping and day-use conservation areas. Report to be submitted before the 2012 budget process.
- A large crowd in attendance for the 60th anniversary celebration and grand opening of the new SVCA headquarters in Formosa on July 29.
- From a previous meeting - Bruce Power donated \$5,000. toward the SVCA Tree Planting Projects.
- SVCA requested an "MOU" from the Province regarding inclusion with the approval process for Green Energy Projects in our watershed.

respectfully yours,



RECEIVED

JUL 25 2011

TWP. OF WELLINGTON NORTH

Mount Forest Agricultural Society
P.O. Box 429
Mount Forest
N0G 2L0

Tuesday July 19, 2011

Township of Wellington North
7490 Sideroad 7W.,
Kenilworth
By Fax: 519-848-3228

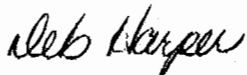
To Whom It May Concern:

Once again we are planning the Fall Fair Parade Route for the upcoming Mount Forest Fall Fair.

It is to be held at 12:00 pm on Monday September 5, 2011 starting at the Fire Hall in Mount Forest, proceeding south on Main Street, turning East on King Street, and entering the Fair Ground gates.

If any further information is required for Council, please do not hesitate to contact me.

Thank-you



Deb Harper
Secretary
519-323-1930

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 59-11

**BEING A BY-LAW TO TEMPORARILY CLOSE A PORTION OF
KING STREET EAST AND MAIN STREET (HWY. 6) IN THE
FORMER TOWN OF MOUNT FOREST FOR THE FALL FAIR
PARADE.**

AUTHORITY: Municipal Act, 2001, S.O. 2001, c. 25, Section 42.

WHEREAS Section 42 of the Municipal Act, S.O. 2001, c. 25, as amended provides for the temporary closing of a street to vehicular traffic for such period as shall be specified in the by-law for such community purpose as may be specified in the by-law;

AND WHEREAS the Mount Forest Agricultural Society is planning their "Fall Fair Parade" and have requested that a portion of King Street East and Main Street be closed to vehicular traffic on Monday, September 5th, 2011 between the hours of 11:30 a.m. and 2:00 p.m.

NOW THEREFORE the Council of the Township of Wellington North enacts as follows:

1. That the portion of Main Street between Queen Street and Sligo Road and a portion of King Street East is hereby temporarily closed on Monday, September 5th, 2011 between the hours of 11:30 a.m. and 2:00 p.m.
2. The effective date of this by-law shall be the date of final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2011.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

ARTHUR AGRICULTURAL SOCIETY

**P. O. Box 771
Arthur, Ontario
N0G 1A0
519-848-5917**

RECEIVED

AUG 10 2011

TWP. OF WELLINGTON NORTH

July 15, 2011

Township of Wellington North,
P.O. Box 125,
7490 Sideroad 7 W.,
Kenilworth, ON N0G 2E0

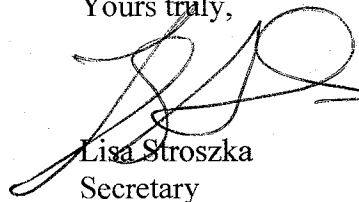
Attention: Lorraine Heinbuch

Dear Lorraine:

Please present our request for road closure for the Arthur Fall Fair parade on Friday September, 9th 2011 at your next Council meeting. The parade leaves at 7 p.m. from the Public School grounds on Conestoga Street. We are lining up the extra farm tractor up Smith Street(from Preston Street down to Conestoga Street, keep the public school parking lot open to floats.) Travels south on Smith Street/George Street, turn left at Royal Bank on Charles Street, left on Isabella Street crossing Frederick St. right turn on Tucker Street to fair grounds. If you need anything further please call me at the above number

I have already been in contact with the O.P.P. please see attached letter.

Yours truly,



Lisa Stroszka
Secretary

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 60-11

**BEING A BY-LAW TO TEMPORARILY CLOSE PORTIONS OF
CONESTOGA, SMITH, GEORGE, CHARLES, ISABELLA AND
TUCKER STREETS IN THE FORMER VILLAGE OF ARTHUR FOR
THE PURPOSE OF HOLDING THE ARTHUR FALL FAIR PARADE.**

AUTHORITY: Municipal Act, 2001, S.O. 2001, c. 25, Section 42.

WHEREAS Section 42 of the Municipal Act, S.O. 2001, c. 25, as amended provides for the temporary closing of a street to vehicular traffic for such period as shall be specified in the by-law for such community purpose as may be specified in the by-law;

AND WHEREAS the Arthur Agricultural Society has requested that portions of Conestoga, Smith, George, Charles, Isabella and Tucker Streets be closed to vehicular traffic on Friday, September 9, 2011 between the hours of 6:30 p.m. and 8:00 p.m.

NOW THEREFORE the Council of the Township of Wellington North enacts as follows:

1. That portions of Conestoga, Smith, George, Charles, Isabella and Tucker Streets are hereby temporarily closed on September 9, 2011 between the hours of 6:30 p.m. and 8:00 p.m.
2. The effective date of this by-law shall be the date of final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2011.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 61-11

**BEING A BY-LAW TO AUTHORIZE AN AGREEMENT WITH HER
MAJESTY THE QUEEN IN RIGHT OF CANADA. (Minister of Indian
Affairs and Northern Development)**

WHEREAS:

- A. Section 4 of the Municipal Act, 2001 as amended (hereinafter called "the Act") provides that the inhabitants of every municipality are incorporated as a body corporate and Section 5 of the Act provides that the powers of a municipality shall be exercised by its Council, and further, Section 9 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act.
- B. It is deemed expedient and in the public interest to enter into an Agreement with respect to the provision of programs and services through Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development ("the Department").

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH ("the Corporation") enacts as follows:**

- 1. The Corporation of the Township of Wellington North is authorized to enter into an Agreement with the Department in substantially the same form as the draft Agreement attached hereto as Schedule "1".
- 2. The Mayor and the Clerk are hereby authorized and directed to sign the said Agreement on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2011.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

"**Management Action Plan**" means a plan, developed by the Recipient and acceptable to Canada, which reflects measures to be taken by the Recipient to remedy a default under this Agreement.

"**Management Development Plan**" means a plan, if any, developed and approved by the Recipient and accepted by Canada, and attached as Schedule "DIAND-5", which addresses any recommendations identified in an assessment of the Recipient's administrative, accountability and management practices undertaken prior to the execution of this Agreement.

"**Notice of Budget Adjustment**" means a notice to the Recipient from Canada that changes the amount of funding provided under this Agreement in accordance with section 3.3 (Formula-based Funding Adjustment).

"**Recipient Reporting Guide**" (RRG) means the *Recipient Reporting Guide* issued by DIAND and as amended from time to time.

"**Schedule**" means a Schedule to this Agreement.

"**Year End Reporting Handbook**" means the *Year End Reporting Handbook* issued by DIAND and as amended from time to time.

1.2 Multiple Funding Departments

1.2.1 Except where otherwise indicated or prohibited by law, where more than one Federal Department provides funding under this Agreement, Canada's rights and remedies under this Agreement may be exercised by any Federal Department, and Canada's obligations under this Agreement may be carried out by any Federal Department, as determined by Canada.

2.0 TERM

2.1 Subject to article 3.2 (Funding Subject to Appropriations and Funding Authorities), article 10.0 (Remedies on Default) and article 13.0 (Termination), the term of this Agreement will be from the [REDACTED] day of [REDACTED], until the [REDACTED] day of [REDACTED].

3.0 FUNDING FROM CANADA

3.1 Provision of Funding

3.1.1 Subject to the terms and conditions of this Agreement, Canada shall transfer to the Recipient funding as set out in Schedule "DIAND-2" by way of periodic payments in accordance with Schedule "FED-1".

3.1.2 If funding is provided under this Agreement by more than one Federal Department, DIAND will transfer the funding on behalf of all Federal Departments.

3.2 Funding Subject to Appropriations and Funding Authorities

3.2.1 Notwithstanding any other provision of this Agreement, the amount of any funding to be provided to the Recipient, as otherwise calculated or payable pursuant to this Agreement, is subject to the appropriation of funds by the Parliament of Canada.

3.2.2 In the event that any funding authority of DIAND or any other Federal Department for any program, service or activity for which funding is provided under this Agreement is modified or cancelled by the Treasury Board of Canada or by that Federal Department, or if funding levels of DIAND or any other Federal Department are reduced, increased or cancelled by Parliament for any Fiscal Year in which payment is to be made under this Agreement, Canada may terminate or adjust the amount of funding under this Agreement accordingly.

3.3 Formula-based Funding Adjustments

3.3.1 Where the amount of funding for any program, service or activity for which funding is provided under Schedule "DIAND-2" is changed in accordance with an adjustment factor set out in the Schedule "DIAND-3", Canada shall, by Notice of Budget Adjustment, amend Schedule "DIAND-2" and Schedule "FED-1" accordingly.

3.4 Holdback

3.4.1 If Schedule "FED-1" shows a 'Holdback' amount for any program, service or activity for which funding is provided under this Agreement, Canada will not release that amount until the requirements of this section are met.

- 3.4.2 Subject to article 5.0 (Amounts Owing to Canada), and without limiting section 9.2 (Actions Canada May Take) or section 9.5 (Where Reporting Requirements Not Met), Canada shall pay to the Recipient any amounts held back under subsection 3.4.1 within forty-five (45) days of the Recipient's fulfilment to Canada's satisfaction of all reporting requirements of this Agreement.

4.0 RECIPIENT'S RESPONSIBILITIES

4.1 Representations and Warranties

- 4.1.1 The Recipient represents and warrants that:

- (a) the Recipient, and any person who is lobbying or who has lobbied on behalf of the Recipient in relation to funding provided under this Agreement, are in compliance with the applicable requirements of the *Lobbying Act*;
- (b) where the Recipient is incorporated, it is a corporation duly incorporated and in good standing under the applicable laws of Canada or of a Province or a Territory of Canada, as the case may be, and will remain in good standing under those laws at all times during the term of this Agreement;
- (c) it has and will maintain for the term of this Agreement a budget that includes the allocation by the Recipient of funds transferred under this Agreement to deliver any program(s), service(s) and activity(ies) for which funding is provided under this Agreement; and
- (d) it has declared in writing to the DIAND official to whom notices must be sent under section 14.4 any amount it owes to Her Majesty the Queen in Right of Canada under any legislation, regulation or funding agreement.

4.2 Programs, Services and Activities

- 4.2.1 The Recipient shall provide any program(s) and service(s) and carry out the activity(ies) for which funding is provided under this Agreement in accordance with the delivery requirements set out in the Schedules.

4.3 Record Keeping

- 4.3.1 Without limiting subsection 4.4 (Reporting) or any other requirement to maintain accounts and records, the Recipient shall maintain accounts and financial and non-financial records for each program, service and activity for which funding is provided under this Agreement, and shall retain these accounts and records, including all original supporting documentation, for a period of seven (7) years from the end of the latest Fiscal Year to which the accounts and records relate.

- 4.3.2 The accounts and records referred to in subsection 4.3.1 must be maintained in such a way as to substantiate the schedules of revenue and expenditure to be provided to DIAND in accordance with the *Year End Reporting Handbook*.

- 4.3.3 The Recipient shall comply with any additional requirements to maintain accounts and records set out in any Schedule.

4.4 Reporting

- 4.4.1 The Recipient shall prepare Financial Reports in accordance with the *Year End Reporting Handbook* for each Fiscal Year and shall deliver those Financial Reports to DIAND, and to any other Federal Department that requests them, within one hundred (120) days of the end of each Fiscal Year.

- 4.4.2 Where the *Year End Reporting Handbook* requires Financial Reports to be independently audited, the Recipient shall engage an independent auditor recognized in the Province or Territory in which the Recipient has its administrative offices and notify DIAND of the appointment of the auditor at least two (2) weeks prior to the end of the corresponding Fiscal Year.

- 4.4.3 The Recipient shall submit to DIAND all reports listed in Schedule "DIAND-4", on or before the due dates set out in that Schedule, according to the requirements for each report as set out in the *Recipient Reporting Guide*.

- 4.4.4 Canada may, by notice to the Recipient, extend the deadline for the receipt of Financial Reports or other reports to be submitted to DIAND under this section if the Recipient provides notice before the applicable due dates of circumstances beyond the Recipient's control preventing the Recipient from meeting the deadlines.

- 4.4.5 Canada shall provide the Recipient with notice of receipt within thirty (30) days of receiving the Financial Reports.

- 4.4.6 The Recipient shall fulfill all other reporting requirements set out in the Schedules.

4.4.7 This section survives the expiry or termination of this Agreement.

4.5 Ineligible Expenditures and Unexpended Funding

4.5.1 The Recipient shall reimburse to Canada ineligible expenditures, unexpended funds, and funding from other sources in accordance with the requirements set out in the Schedules.

4.5.2 This section survives the expiry or termination of this Agreement.

4.6 Adjustment of Cash Flow

4.6.1 Where any periodic payment set out in Schedule "FED-1" corresponding to a program, service or activity for which funding is provided by DIAND significantly differs from the Recipient's anticipated expenditures for the corresponding period, the Recipient shall promptly notify DIAND and, subject to subsection 4.6.2, propose adjustments to that Schedule accordingly. Canada shall notify the Recipient of acceptance or rejection within thirty (30) days of the Recipient's notification. Where Canada accepts the proposed adjustments, Canada shall attach the adjusted Schedule "FED-1" to Canada's notice of acceptance. The adjusted Schedule "FED-1" will replace the previous Schedule "FED-1".

4.6.2 No total annual amount for any program, service or activity set out in Schedule "FED-1" may be changed under subsection 4.6.1.

4.7 Management Development Plan

4.7.1 Where there is a Management Development Plan, the Recipient shall implement the plan within the period of time provided in that plan.

4.7.2 DIAND and the Recipient will meet to review the progress of the Recipient in implementing the Management Development Plan at such times as they agree having regard to the provisions of that plan but, in any event, at least once not later than six (6) months after the effective date of this Agreement.

4.8 Loans

4.8.1 The Recipient will not make loans from funds transferred under this Agreement.

4.9 Additional Responsibilities

4.9.1 The Recipient shall fulfill any additional obligations set out in any Schedule.

5.0 AMOUNTS OWING TO CANADA

5.1 Any amount to be reimbursed to Canada by the Recipient under this Agreement or that is otherwise owed to Canada by the Recipient under this Agreement, is a debt due to Canada. Canada shall notify the Recipient of any such amount owing and such amount will be payable to Canada at the time that the notice is given. Canada may thereafter set off such amount against any amount payable to the Recipient under this Agreement or any other funding agreement through which a Federal Department provides funding to the Recipient.

5.2 Canada will charge interest on overdue amounts owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations, SOR/96-188*, made pursuant to the *Financial Administration Act*.

5.3 The Recipient shall promptly notify DIAND of any amount owing to Her Majesty the Queen in Right of Canada under any legislation, regulation or any other funding agreement.

5.4 Canada may set off any amount referred to in section 5.3 against any amount payable to the Recipient under this Agreement.

5.5 Sections 5.1, 5.2 and 5.4 survive the expiry or termination of this Agreement.

6.0 DELEGATION OF OBLIGATIONS

6.1 Delegation

6.1.1 The Recipient shall not delegate, subcontract, or assign any of its obligations under this Agreement.

7.0 ACCESS BY CANADA TO RECORDS**7.1 Canada May Audit Accounts and Records**

7.1.1 Any Federal Department may, individually or in conjunction with other Federal Departments, audit or cause to have audited the accounts and records of the Recipient and any Agency at any time during the term of this Agreement or within seven (7) years of the termination or expiry of this Agreement, in order to:

- (a) assess or review the Recipient's compliance with the terms and conditions of this Agreement;
- (b) review the Recipient's program management and financial control practices in relation to this Agreement; or
- (c) confirm the integrity of any data which has been reported by the Recipient pursuant to this Agreement.

7.2 Scope And Timing Of Audit

7.2.1 The scope, coverage and timing of any audit under section 7.1 (Canada May Audit Accounts and Records) will be determined by Canada and may be carried out by one or more auditors employed or contracted by Canada.

7.2.2 Notwithstanding the reference to Canada in subsection 7.2.1, Canada's rights as set out in that subsection may be exercised by any one or more Federal Departments.

7.3 Auditors' Access to Accounts, Records and Premises

7.3.1 In the event of an audit under section 7.1 (Canada May Audit Accounts and Records), the Recipient shall, upon request:

- (a) provide to the auditors referred to in section 7.2 (Scope and Timing of Audit) all accounts and records of the Recipient relating to this Agreement and to the funding provided under this Agreement, including all original supporting documentation;
- (b) allow those auditors to inspect such accounts and records and, except where prohibited by law, to take copies and extracts of such accounts and records;
- (c) provide to those auditors such additional information as they may require with reference to such accounts and records;
- (d) provide all necessary assistance to those auditors, including providing them with access to the Recipient's premises;
- (e) direct any entity that has provided accounting or record-keeping services to the Recipient to provide copies of those accounts and records to the auditors; and
- (f) where independent auditors are engaged under section 4.4 (Reporting) or section 9.3 (Where Financial Reports Not Provided), give consent to those independent auditors to allow access by Canada's auditors to working papers that support the opinion or denial of opinion, as applicable, on Financial Reports.

7.4 Records Maintained under Other Funding Agreements

7.4.1 The accounts and records Canada may audit or cause to have audited under section 7.1 (Canada May Audit Accounts and Records) include records maintained under any previous agreement through which the federal government has provided funding to the Recipient that, in the opinion of any auditor employed or contracted by Canada under section 7.2 (Scope And Timing Of Audit), may be relevant to the audit.

7.5 No Limitation on Other Sections

7.5.1 Section 7.1 (Canada May Audit Accounts and Records) does not limit:

- (a) Canada's right to audit and evaluate under section 13.6 (Audit and Evaluation);
- (b) the Recipient's obligations, if any, under section 4.4 (Reporting) to have Financial Reports audited; or
- (c) any right Canada has under section 9.3 (Where Financial Reports Not Provided) to appoint an independent auditor or to require the Recipient to appoint an independent auditor.

8.0 DEFAULT

8.1 The Recipient will be in default of this Agreement in the event that:

- (a) the Recipient defaults on any of its obligations set out in this Agreement or any other agreement through which a Federal Department provides funding to the Recipient;
- (b) any independent auditor engaged under section 4.4 (Reporting) or section 9.3 (Where Financial Reports Not Provided) of this Agreement or the corresponding clauses in its predecessor, if any, gives a denial of opinion or adverse opinion of financial reports required under this Agreement or its predecessor;
- (c) in the opinion of the Minister of Indian Affairs and Northern Development or any other Minister that represents Her Majesty the Queen in Right of Canada in this Agreement, having regard to the Recipient's financial reports and any other financial information relating to the Recipient reviewed by the Minister, the financial position of the Recipient is such that the delivery of a program, service or activity is at risk; *or*
- (d) the Recipient becomes bankrupt or insolvent, goes into receivership, takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors, or ceases to be a corporation in good standing under the laws of the relevant Province or Territory.

9.0 REMEDIES ON DEFAULT**9.1 Parties Will Meet**

9.1.1 Without limiting any remedy or other action Canada may take under this Agreement, in the event the Recipient is in default, the parties will communicate or meet to review the situation.

9.2 Actions Canada May Take

9.2.1 In the event the Recipient is in default under this Agreement, Canada may take one or more of the following actions as may reasonably be necessary, having regard to the nature and extent of the default:

- (a) require the Recipient to develop and implement a Management Action Plan within sixty (60) calendar days, or at such other time as the parties may agree upon and set out in writing;
- (b) require the Recipient to seek advisory support acceptable to Canada;
- (c) withhold any funds otherwise payable under this Agreement;
- (d) require the Recipient to take any other reasonable action necessary to remedy the default;
- (e) take such other reasonable action as Canada deems necessary, including any remedies which may be set out in any Schedule; *or*
- (f) terminate this Agreement.

9.3 Where Financial Reports Not Provided

9.3.1 In addition to the remedies available to Canada set out in section 9.2 (Actions Canada May Take), if the Recipient is required under section 4.4 (Reporting) to provide DIAND with independently audited Financial Reports and fails to comply with that requirement, Canada may:

- (a) require that an independent auditor recognized in the Province or Territory in which the Recipient has its administrative offices be appointed immediately by the Recipient at the Recipient's cost and that the independently audited Financial Reports be delivered within a reasonable time as Canada may determine; *or*
- (b) appoint an independent auditor recognized in the Province or Territory in which the Recipient has its administrative offices and in which case:
 - (i) the Recipient shall provide the auditor appointed by Canada with full access to its financial records and provide such other information as the auditor may require to perform the audit; and
 - (ii) the Recipient shall reimburse Canada for all costs incurred in having the audit conducted.

9.4 Where Documents Not Disclosed

9.4.1 Without limiting remedies available to Canada set out in section 9.2 (Actions Canada May Take), where the Recipient defaults in an obligation, if any, under section 4.4 (Reporting) to make Financial Reports available to a Federal Department that requests them, DLAND may disclose to that Federal Department the relevant Financial Reports.

9.5 Where Reporting Requirements Not Met

9.5.1 Without limiting remedies available to Canada set out in section 9.2 (Actions Canada May Take) and section 9.3 (Where Financial Reports Not Provided), Canada may withhold funding otherwise payable under this Agreement if Financial Reports, or any other report to be submitted under section 4.4 (Reporting), are not provided by the Recipient to Canada as required under this Agreement or the corresponding clauses in its predecessor, if any. Subject to article 5.0 (Amounts Owing to Canada), any amounts so withheld must be paid by the Canada to the Recipient within forty-five (45) days of Canada's acceptance of subsequently submitted reports.

10.0 INDEMNIFICATION

10.1 The Recipient shall save harmless and fully indemnify Canada, Her officers, Her Ministers, employees, servants and agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Recipient or any Agency, any breach of this Agreement by the Recipient and performance or non-performance (in whole or in part) of the Recipient's obligations under this Agreement, and any claims, liabilities and demands that may arise from the Recipient or any Agency entering into any loan, capital lease or other long term obligation and such indemnification will survive the expiry or termination of this Agreement.

11.0 DISPUTE RESOLUTION**11.1 The Process**

11.1.1 In the event that a dispute arises from or is related to this Agreement, the parties agree to attempt to resolve the dispute through negotiation or through another alternate dispute resolution process to which the parties agree and set out in writing.

11.1.2 Any exchanges between the parties in any negotiation or other alternate dispute resolution process under this section will not be admissible in any legal proceedings unless otherwise required by law. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during that process.

11.2 Exceptions to the Process

11.2.1 Disputes arising as a result of any of the following matters will not be dealt with under the dispute resolution process provided in section 11.1 (The Process):

- (a) budget decisions of the Recipient that are consistent with the terms and conditions of this Agreement;
- (b) the amount of funding provided by Canada under this Agreement;
- (c) an audit or evaluation under article 7.0 (Access by Canada to Accounts and Records) or section 13.6 (Audit and Evaluation);
- (d) a decision by Canada that the Recipient is in default;
- (e) any action taken by Canada under article 9.2 (Remedies on Default) or section 3.2 (Funding Subject to Appropriations and Funding Authorities); and
- (f) matters of policy.

12.0 TERMINATION**12.1 Parties May Terminate**

12.1.1 Without limiting section 3.2 (Funding Subject to Appropriations and Funding Authorities) or Canada's right to terminate under section 9.2 (Actions Canada May Take), this Agreement may be terminated by either party upon written notice to the other party, stipulating the reason for termination, provided that before any such termination can become effective:

- (a) the parties exhaust the dispute resolution process provided for in article 11.0 (Dispute Resolution) in respect of any dispute that has arisen under this Agreement; and
- (b) the parties agree on a time frame to terminate the Agreement in a manner that will not jeopardize the administration and delivery of programs, services and activities for which funding is provided under this Agreement.

12.2 When Parties Terminate

12.2.1 In the event of the termination of this Agreement:

- (a) the Recipient shall provide DIAND with Financial Reports within one hundred and twenty (120) days of the date of termination;
- (b) without limiting any other obligation under this Agreement to reimburse amounts to Canada, the Recipient shall reimburse to Canada any unexpended funding transferred to the Recipient, up to the termination date of this Agreement, unless the Recipient and Canada agree otherwise in writing;
- (c) subject to Canada's right to set off any amount owing to Canada under this Agreement, Canada shall pay to the Recipient any monies owed to the Recipient, up to the termination date of this Agreement, unless the Recipient and Canada agree otherwise in writing; and
- (d) the Recipient shall fulfill any other obligation relating to termination set out in any Schedule.

13.0 GENERAL

13.1 Schedules

13.1.1 The following Schedules are attached to and form part of this Agreement:

- SCHEDULE "FED-1 Consolidated Cash Flow Statement
- SCHEDULE "DIAND-2" Set Contribution and Grant Funding
- SCHEDULE "DIAND-3" Program, Service and Activity Delivery Requirements and Adjustment Factors
- SCHEDULE "DIAND-4" Schedule of Reporting Requirements and Due Dates
- SCHEDULE "DIAND-5" Management Development Plan
- SCHEDULE "DIAND-6" Management Action Plan, where applicable
- SCHEDULE "OFD-1" [Name of the Federal Department] terms and conditions

13.2 Entire Agreement

13.2.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous negotiations, agreements, commitments, and writing in relation to the subject matter of this Agreement.

13.2.2 This Agreement is binding upon the parties and their respective administrators and successors.

13.3 Amendments

13.3.1 Subject to section 3.2 (Funding Subject to Appropriations and Funding Authorities), section 3.3 (Formula-based Funding Adjustment), subsection 4.4.4 (extension of reporting deadlines) and section 4.6 (Adjustment of Cash Flow), a written amending agreement signed by both parties is required to amend this Agreement.

13.4 Effect on Relationship of Parties

13.4.1 Nothing in this Agreement creates or is intended to create an agency, association, employer-employee, or joint venture relationship between the Recipient and Canada, and the Recipient shall not represent otherwise.

13.5 Recognition of Canada's Funding

13.5.1 The parties shall comply with any requirements set out in the Schedules on recognition of Canada's funding provided under this Agreement.

13.6 Audit and Evaluation

13.6.1 Any Federal Department may, individually or in conjunction with other Federal Departments, at any time during the term of this Agreement or within seven (7) years of its expiry or termination, carry out one or more audits or evaluations of the effectiveness of any or all of the programs, services and activities funded under this Agreement, including those programs, services and activities provided, in whole or in part, by Agencies, or of the Recipient's management practices in relation to this Agreement. In the event Canada decides to carry out one or more such audits or evaluations, the Recipient shall cooperate in the conduct of any such audit or evaluation and provide DIAND, other Federal Departments or their representatives such information as they require. The Recipient shall maintain accounting documentation regarding all funding provided by DIAND and other Federal Departments in a manner that will allow for audit.

13.7 Headings

13.7.1 Descriptive headings are inserted solely for convenience of reference and do not form part of this Agreement.

13.8 Waiver

13.8.1 No provision of this Agreement and no event of default by either party of any provision of this Agreement will be deemed to have been waived unless the waiver is in writing and signed by the other party.

13.8.2 The waiver by a party of default by the other party or of any provision of this Agreement will not be deemed to be a waiver of any subsequent default by the other party or of the same or any other provision of this Agreement.

13.9 Conflict of Interest Provisions Regarding Federal Officials

13.9.1 No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement or to any benefit arising from it.

13.9.2 No individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply will derive any direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.

13.10 Public Disclosure

13.10.1 Without limiting any right, obligation or capacity of Canada to disclose information, Canada may publicly disclose the name and address of the Recipient, the amount of funding provided under this Agreement, the nature of any programs, services and activities for which funding is provided under this Agreement, and any information relating to federal funding that the *Year End Reporting Handbook* states that Canada may publicly disclose.

13.11 Intellectual Property

13.11.1 The Recipient shall fulfill any requirements relating to intellectual property set out in the Schedules.

13.12 Legislation and Government Publications

13.12.1 All references throughout this Agreement to legislation and particular government publications are deemed to refer to the legislation and government publication in force or issued at the effective date of this Agreement, and include any subsequent amendments or replacements thereof, as the case may be.

14.0 NOTICES

14.1 Where any notice, request or other communication is required to be given or made by either party to the other party under this Agreement, it must be in writing addressed to the party for whom it is intended at the applicable address noted in section 14.4 and may be given or made by either party by their duly authorized representatives.

14.2 The notice referred to in section 14.1 will be effective by using any one of the following methods, and deemed to have been given as at the date specified for each method:

- (a) by personal delivery, on the date upon which the notice is delivered;
- (b) by registered mail or courier, on the date upon which receipt of the notice is acknowledged by the other party;
- (c) by facsimile or electronic mail, on the date upon which the notice is transmitted and receipt of such transmission by the other party can be confirmed.

[REDACTED]

14.3 Either party may change the address information referred to in section 14.4 by providing notice to the other party of such change.

14.4 Notices will be sent to:

(a) DIAND at:

Indian and Northern Affairs Canada
c/o Director of Funding Services
100 Anemki Drive, Suite 101
THUNDER BAY, ON P7J 1A5

FAX: (807) 623-3536

(b) the Recipient at:

[REDACTED]

[REDACTED]

This Agreement has been executed by Canada and the Council by their duly authorized representatives.

**SIGNED ON BEHALF OF HER MAJESTY
THE QUEEN IN RIGHT OF CANADA**, as represented
by the Minister of Indian Affairs and Northern Development

SIGNED ON BEHALF OF
[REDACTED]

by: _____
Director, Funding Services

by: _____
[REDACTED]

by: _____
[REDACTED]

in the presence of:

in the presence of:

(Insert name and title)

(Insert name and title)

Date: _____

Date: _____

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 62-11

**BEING A BY-LAW TO DESIGNATE A COMMUNITY
IMPROVEMENT PROJECT AREA RESPECTING THE
REDEVELOPMENT, REVITALIZATION, PROSPERITY AND
BEAUTIFICATION OF THE ARTHUR AND MOUNT FOREST
COMMUNITIES.**

AUTHORITY: Planning Act, R.S.O. 1990

WHEREAS Section 28(2) of the *Planning Act*, R.S.O. 1990, c. P.13, s. 28(2); 2006, c.23, s. 14(3) provides that “where there is an official plan in effect in a local municipality that contains provisions relating to community improvement in the municipality, the council may, by By-law, designate the whole or any part of an area covered by such an official plan as a community improvement project area”;

AND WHEREAS Section 28(2) of the *Planning Act*, a municipality or an area within a municipality, that community improvement of which in the opinion of the council is desirable because of age, dilapidation, overcrowding, faulty arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason”;

AND WHEREAS the Official Plan for the Township of Wellington North contains provisions enabling the Council of the Corporation of the Township of Wellington North to designate Community Improvement Areas, by By-law, for the purposes of preparing and undertaking a Community Improvement Plan;

AND WHEREAS the Council of the Corporation of the Township of Wellington North has deemed it appropriate to designate areas of the communities of Arthur and Mount Forest as a Community Improvement Project Area for the purposes of establishing a Community Improvement Plan respecting the redevelopment, revitalization, prosperity and beautification of the Arthur and Mount Forest community, in accordance with Section 28(2) of the *Planning Act*;

NOW THEREFORE the Council of the Corporation of the Township of Wellington North enacts as follows;

1. Areas of the Communities of Arthur and Mount Forest, as illustrated in Schedule "A" and "B" attached hereto and forming part of this By-law, are hereby designated as the Community Improvement project Area respecting the redevelopment, revitalization, prosperity and beautification of the Arthur and Mount Forest communities.

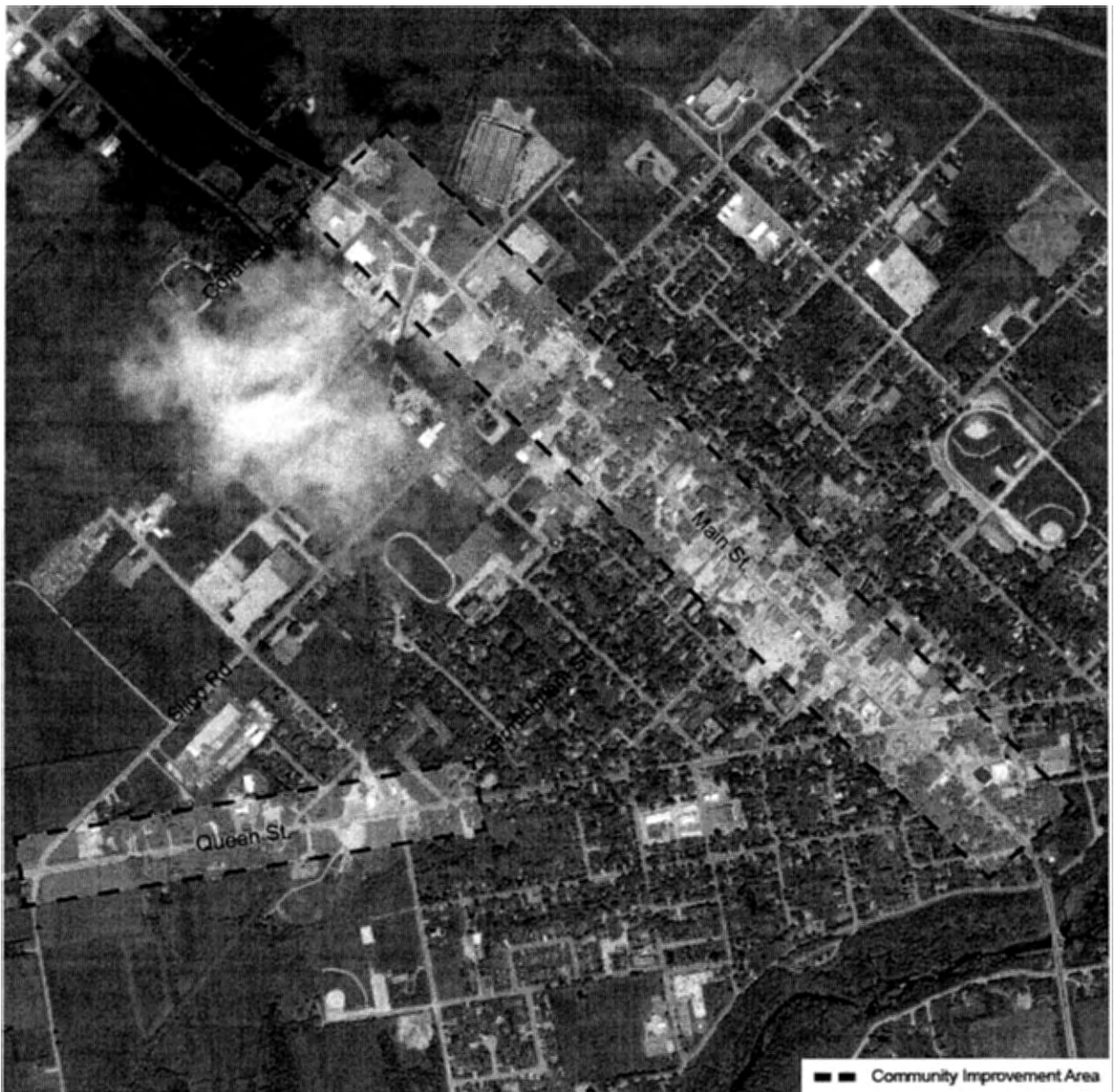
READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 29TH DAY OF AUGUST, 2011.

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 62-11
SCHEDULE "A"**

Mount Forest Community Improvement Project Area



**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 62-11
SCHEDULE "B"**

Arthur Community Improvement Project Area



**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 63-11

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, REPRESENTED BY THE MINISTER OF TRANSPORTATION FOR THE PROVINCE OF ONTARIO AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH (Connecting Link Winter Maintenance 2011/2012 services for Arthur).

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 4 and 5.

WHEREAS Section 4 of the Municipal Act, S.O. 2001, c. 25, as amended (hereinafter called the "Act") provides that the inhabitants of every municipality are incorporated as a body corporate and Section 5 of the Act provides that the powers of a municipality shall be exercised by its council, and further, Section 8 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

AND WHEREAS Highway 6 within the limits of the former Village of Arthur is under the jurisdiction of the Township of Wellington North and connects to Highway 6;

AND WHEREAS the Ministry will travel over Highway 6 within the limits of the former Village of Arthur in order to maintain Highway 6;

AND WHEREAS the Township of Wellington North has requested that the Ministry provide winter maintenance services on Highway 6 within the limits of the former Village of Arthur and it is cost-efficient to provide such services;

AND WHEREAS the Ministry has agreed to provide such winter maintenance services on Highway 6 within the limits of the former Village of Arthur.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH ENACTS AS FOLLOWS:

1. That the Corporation of the Township of Wellington North enter into an agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation, in substantially the same form as the agreement attached hereto as Schedule "A" (Connecting Link Winter Maintenance 2011/2012 services for Arthur).
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 29TH DAY OF AUGUST, 2011.

RAYMOND TOUT,
MAYOR

LORRAINE HEINBUCH,
CHIEF ADMINISTRATIVE OFFICER/CLERK

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 63-11
SCHEDULE "A"

This Agreement for winter maintenance services made this ____ day of _____, 2011

BETWEEN:

Her Majesty the Queen in the right of Ontario, represented
by the Minister of Transportation for the Province of Ontario

(the "Ministry")

-and-

The Corporation of the Township of Wellington North

(the "Municipality")

WHEREAS Highway 6 within the limits of the former Village of Arthur is under the jurisdiction of the Municipality and connects to Highway 6;

AND WHEREAS the Ministry will travel over Highway 6 within the limits of the former Village of Arthur in order to maintain Highway 6.

AND WHEREAS the Municipality has requested that the Ministry provide winter maintenance services on Highway 6 within the limits of the former Village of Arthur and it is cost-efficient to provide such services.

AND WHEREAS the Ministry has agreed to provide such winter maintenance services on Highway 6 within the limits of the former Village of Arthur upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. **Term:** The Ministry hereby agrees to provide the winter maintenance services on Highway 6 within the limits of the former Village of Arthur from 12:01 October 31, 2011 until 11:59 p.m. on April 1, 2012.
2. **Level of Service:** The Ministry hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.
3. **Contacts:**

The Ministry's contact shall be:
Michael Kelly, Area Contracts Engineer
1450 7th Avenue East
Owen Sound ON N4K 2Z1
519-372-4035

The Municipality's contact shall be:
Barry Trood, Director of Public Works
Township of Wellington North
7490 Side Road 7 West, PO Box 125
Kenilworth ON N0G 2E0
4. **Indemnification:** The Municipality shall indemnify and hold harmless the Ministry and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, provided such Claims are:

This Agreement for winter maintenance services made this _____ day of _____, 2011

BETWEEN:

Her Majesty the Queen in the right of Ontario, represented
by the Minister of Transportation for the Province of Ontario

(the "Ministry")

-and-

The Corporation of the Township of Wellington North

(the "Municipality")

WHEREAS Highway 6 within the limits of the former Village of Arthur is under the jurisdiction of the Municipality and connects to Highway 6;

AND WHEREAS the Ministry will travel over Highway 6 within the limits of the former Village of Arthur in order to maintain Highway 6.

AND WHEREAS the Municipality has requested that the Ministry provide winter maintenance services on Highway 6 within the limits of the former Village of Arthur and it is cost-efficient to provide such services.

AND WHEREAS the Ministry has agreed to provide such winter maintenance services on Highway 6 within the limits of the former Village of Arthur upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. **Term:** The Ministry hereby agrees to provide the winter maintenance services on Highway 6 within the limits of the former Village of Arthur from 12:01 October 31, 2011 until 11:59 p.m. on April 1, 2012.
2. **Level of Service:** The Ministry hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.
3. **Contacts:**

The Ministry's contact shall be:

Michael Kelly, Area Contracts Engineer
1450 7th Avenue East
Owen Sound ON N4K 2Z1
519-372-4035

The Municipality's contact shall be:

Barry Trood, Director of Public Works
Township of Wellington North
7490 Side Road 7 West, PO Box 125
Kenilworth ON N0G 2E0

4. **Indemnification:** The Municipality shall indemnify and hold harmless the Ministry and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, provided such Claims are:

- a) attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property;
- b) caused by negligent acts of the Ministry or its contractor or anyone for whose acts the Ministry or its contractors may be liable; and,
- c) made in writing within a period of (2) years from the date that the services are completed.

5. **Insurance:** The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

6. **Payment:** The Municipality hereby agrees to pay the Ministry on February 1, 2012, one lump sum payment of \$7,550.00 plus HST for the winter maintenance services provided by the Ministry pursuant to this Agreement.

7. **Authority:** The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF the Ministry and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

MINISTRY OF
TRANSPORTATION

The Corporation of the Township
of Wellington North

Ann Baldwin, Regional Director
West Region, Ministry of Transportation

Mayor

Clerk

Schedule 'A'

The Ministry agrees to attempt to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

1. The agreement must be renewed annually. MTO cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality as soon as possible if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Snow removal adjacent to the through lanes will not be included in this agreement.
4. One lane in each direction will be attempted to be maintained as per Class 2 of the Ministry of Transportation's Maintenance Quality Standard 701. Auxiliary lanes and shoulders will be plowed only as time and conditions permit.
5. Every attempt will be made to meet the level of service with the available resources, however, it is recognized that there will be times when the level of service identified will not be achieved.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 64-11

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN
AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO, REPRESENTED BY THE MINISTER OF
TRANSPORTATION FOR THE PROVINCE OF ONTARIO AND THE
CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(Connecting Link Winter Maintenance 2011/2012 services for Mount Forest).**

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 4 and 5.

WHEREAS Section 4 of the Municipal Act, S.O. 2001, c. 25, as amended (hereinafter called the "Act") provides that the inhabitants of every municipality are incorporated as a body corporate and Section 5 of the Act provides that the powers of a municipality shall be exercised by its council, and further, Section 8 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

AND WHEREAS Highways 6 and 89 within the limits of the former Town of Mount Forest is under the jurisdiction of the Township of Wellington North and connects to Highway 6 and Highway 89;

AND WHEREAS the Ministry will travel over Highways 6 and 89 within the limits of the former Town of Mount Forest in order to maintain Highway 6 and Highway 89;

AND WHEREAS the Township of Wellington North has requested that the Ministry provide winter maintenance services on Highways 6 and 89 within the limits of the former Town of Mount Forest and it is cost-efficient to provide such services;

AND WHEREAS the Ministry has agreed to provide such winter maintenance services on Highways 6 and 89 within the limits within the limits of the former Town of Mount Forest.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH ENACTS AS FOLLOWS:**

1. That the Corporation of the Township of Wellington North enter into an agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation, in substantially the same form as the agreement attached hereto as Schedule "A" (Connecting Link Winter Maintenance 2011/2012 services for Mount Forest).
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2011.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 64-11

SCHEDULE "A"

This Agreement for winter maintenance services made this _____ day of _____, 2011

BETWEEN:

Her Majesty the Queen in the right of Ontario, represented
by the Minister of Transportation for the Province of Ontario

(the "Ministry")

-and-

The Corporation of the Township of Wellington North

(the "Municipality")

WHEREAS Highways 6 and 89 within the limits of the former Town of Mount Forest is under the jurisdiction of the Municipality and connects to Highway 6 and Highway 89;

AND WHEREAS the Ministry will travel over Highways 6 and 89 within the limits of the former Town of Mount Forest in order to maintain Highway 6 and Highway 89.

AND WHEREAS the Municipality has requested that the Ministry provide winter maintenance services on Highways 6 and 89 within the limits of the former Town of Mount Forest and it is cost-efficient to provide such services.

AND WHEREAS the Ministry has agreed to provide such winter maintenance services on Highways 6 and 89 within the limits of the former Town of Mount Forest upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. **Term:** The Ministry hereby agrees to provide the winter maintenance services on Highways 6 and 89 within the limits of the former Town of Mount Forest from 12:01 October 31, 2011 until 11:59 p.m. April 1, 2012.
2. **Level of Service:** The Ministry hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.

3. **Contacts:**

The Ministry's contact shall be:

Michael Kelly, Area Contracts Engineer
1450 7th Avenue East
Owen Sound ON N4K 2Z1
519-372-4035

The Municipality's contact shall be:

Barry Trood, Director of Public Works
Township of Wellington North
7490 Side Road 7 West, PO Box 125
Kenilworth ON N0G 2E0

4. **Indemnification:** The Municipality shall indemnify and hold harmless the Ministry and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, provided such Claims are:

- a) attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property;
- b) caused by negligent acts of the Ministry or its contractor or anyone for whose acts the Ministry or its contractors may be liable; and,
- c) made in writing within a period of (2) years from the date that the services are completed.

5. **Insurance:** The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

6. **Payment:** The Municipality hereby agrees to pay the Ministry on February 1, 2012, one lump sum payment of \$22,750.00 plus HST for the winter maintenance services provided by the Ministry pursuant to this Agreement.

7. **Authority:** The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF the Ministry and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

MINISTRY OF
TRANSPORTATION

The Corporation of the Township
of Wellington North

Ann Baldwin, Regional Director
West Region, Ministry of Transportation

Mayor

Clerk

Schedule 'A'

The Ministry agrees to attempt to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

1. The agreement must be renewed annually. MTO cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality as soon as possible if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Snow removal adjacent to the through lanes will not be included in this agreement.
4. One lane in each direction will be attempted to be maintained as per Class 2 of the Ministry of Transportation's Maintenance Quality Standard 701. Auxiliary lanes and shoulders will be plowed only as time and conditions permit.
5. Every attempt will be made to meet the level of service with the available resources, however, it is recognized that there will be times when the level of service identified will not be achieved.

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 65-11

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN FIRST CLASS PORTABLE SERVICES INC. AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH.

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 4 and 5.

WHEREAS Section 4 of the Municipal Act, S.O. 2001, c. 25, as amended (hereinafter called the "Act") provides that the inhabitants of every municipality are incorporated as a body corporate and Section 5 of the Act provides that the powers of a municipality shall be exercised by its council, and further, Section 8 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

AND WHEREAS the Corporation of the Township of Wellington North is the owner of a Sewage Treatment Plant operated by the Ontario Clean Water Agency (OCWA) in the former Town of Mount Forest, in the Township of Wellington North, in the County of Wellington;

AND WHEREAS First Class Portable Services Inc. operates a portable toilet business requiring the treatment and disposal of sewage;

AND WHEREAS First Class Portable Services Inc. wishes to have access for the discharge and treatment of sewage for its portable toilet business at the Mount Forest Sewage Treatment Plant owned by the Corporation of the Township of Wellington North;

AND WHEREAS it is deemed necessary to enter into agreement with First Class Portable Services with respect to the discharge and treatment of sewage from its portable toilet business at the Mount Forest Sewage Treatment Plant.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH ENACTS AS FOLLOWS:**

1. That the Corporation of the Township of Wellington North enter into an agreement with First Class Portable Services Inc. attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement, on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2011.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 65-11
SCHEDULE "A"**

THIS AGREEMENT made as of the 10th day of August, 2011

BETWEEN

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(hereinafter called "Wellington North")
OF THE FIRST PART,**

**FIRST CLASS PORTABLE SERVICES INC., 350 Dublin Street, Mount Forest,
Ontario, N0G 2L3**

**(hereinafter called "FCPS")
OF THE SECOND PART.**

WHEREAS Wellington North is a municipal corporation and owns a Sewage Treatment Plant operated by the Ontario Clean Water Agency (OCWA) in the former Town of Mount Forest, in the Township of Wellington North, County of Wellington;

AND WHEREAS "FCPS" is a company incorporated under the laws of the Province of Ontario (Ontario Corporation Number 1841816) whose registered office address is 350 Dublin Street, Mount Forest, Ontario N0G 2L3 and operates a portable toilet business requiring the treatment and disposal of sewage.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the terms and conditions contained herein and other good and valuable consideration the parties hereto agree as follows:

1. FCPS shall access for the discharge and treatment of sewage for its portable toilet business to the Mount Forest Sewage Treatment Plant on the terms and conditions set out herein.
2. The access shall be limited in quantity to maximum of (4,000 imperial gallons) 18,000 litres per week (Monday to Sunday inclusive) and shall be further limited in quantity to a maximum of (1,000 imperial gallons) 4,500 litres on any one day.
3. FCPS shall pay a fee for such dumping (subject to the above limitations as to imperial gallons/litres per week) of \$.025/Litre and such fee shall be billed quarterly by Wellington North and paid within 30 days of the billing date by FCPS. Wellington North may review the dumping fee annually and shall give FCPS written notice by registered of a proposed fee increase by November 1st of

each year. The increased fee shall come into effect on January 1st of the following year.

4. Discharge of sewage into the Mount Forest Sewage Treatment Plant shall be done in a controlled manner and as directed by the Treatment Plant Operator. It is understood and acknowledged that the discharge shall not be such as to strain or overload the Septage Receiver or Treatment Plant in the sole opinion of the Treatment Plant Operator.
5. FCPS shall not discharge any material, liquid, or substance other than effluent from portable toilets containing sewage, and without limiting the generality of the provision FCPS acknowledges that sewage pumped from septic systems (septic tanks) whether above or below ground level shall not be discharged into Wellington North's Sewage Treatment Plant, and further that the sewage from portable toilets to be discharged into said Plant shall not contain grease, or any other substance other than human waste or substances normally put into portable toilets.
6. When requested by Wellington North, FCPS shall provide Wellington North with a copy of manifests verifying Septage that has been dumped at the Mount Forest Treatment Plant. FCPS shall provide the manifests to Wellington North within seven days of receiving the request. As a minimum, each manifest must show septage pick-up date, location of pick-up and date that it was discharged at the plant.
7. Wellington North shall allow FCPS to access and discharge at the Mount Forest Treatment Plant five days per week (Monday to Friday). Weekend access must be done in conjunction with OCWA through its operators. Any extra call-ins outside of normal business hours (7:30am to 4:00pm) FCPS will pay the costs incurred.
8. In the event that FCPS breaches any part of this agreement, or discharges sewage pursuant to this agreement which does not comply with Wellington North's Sewer Use By-law applying from time to time to the Mount Forest Sewage Treatment Plant, or the Mount Forest Sewage Treatment Plant is not operating in compliance with the law of the province of Ontario due to exercise by FCPS of its rights under this Agreement, then Wellington North may immediately terminate FCPS's rights or reduce their allowed dumping capacity under this Agreement without prior notice for such period of time as Wellington North in its sole discretion is appropriate in the circumstances. Further, Wellington North may terminate this Agreement at any time for any reason by giving FCPS written notice by registered mail to be sent to FCPS's registered office address on file with the Ministry of Consumer and Commercial Relations (Companies Branch), and in that case the termination shall be effective upon completion of the 120th day from after (but not including) the date of such mailing.

9. As a condition precedent to any rights rising under this Agreement in favour of FCPS, FCPS shall first provide Wellington North with a written laboratory analysis (from a laboratory satisfactory to Wellington North) of a typical sample of the sewage FCPS intends to discharge into the Mount Forest Sewage Treatment Plant so that Wellington North may satisfy itself as to the treatability of the same through the Plant and as to its compliance with the said Sewer Use By-law. In addition, FCPS shall take two (2) such samples annually. One sample to be taken during the months of January or February and one sample to be taken during the months of July or August. The laboratory analysis required under this paragraph shall at a minimum include the following:
- i. BOD
 - ii. Suspended Solids (SS)
 - iii. Total Phosphorous (TP)
 - iv. Ammonia
 - v. Heavy Metals
10. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms hereof.
11. This Agreement shall ensure to the benefit and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the party of the First Part has hereunto affixed its corporate seal and duly attested by the proper signing officers in that behalf.

**THE CORPORATION OF THE TOWNSHIP
OF WELLINGTON NORTH**

Per: _____
Mayor – Raymond Tout

Per: _____
CAO/Clerk – Lorraine Heinbuch

IN WITNESS WHEREOF the party of the Second Part has hereunto affixed its corporate seal and duly attested by the proper signing officers in that behalf.

FIRST CLASS PORTABLE SERVICES INC.

Per: _____
James Nelson Hewson
Director and President

REPORT OF LIVESTOCK VALUER

Report to be completed in full, giving particulars of evidence observed.
 Please print legibly. OMAFRA will not reimburse for incomplete reports.

33 km

"livestock" means cattle, fur-bearing animals, goats, horses, rabbits, sheep or swine.

"poultry" includes game birds where the game birds are kept pursuant to a licence under the Fish and Wildlife Conservation Act, 1997.

I, G. Flewelling Valuer of
 livestock and poultry do hereby report that on or about the 22nd day of June 2011,
 the following damages to livestock occurred as set out below.

OWNER INFORMATION

Name of Owner of Livestock/Poultry <u>Peter Murray</u>	
Mailing Address <u>R R #2 Kenilworth</u>	Postal Code <u>NOG 2E0</u>
Location (include Lot, Concession, Municipality) <u>Lot 24 Con 6 Wellington N.</u>	911 gate # <u>9018</u>
Telephone # <u>(519) 848-2293</u>	Farm Business Registration # <u>2441456</u>

FINDINGS - INJURY / KILL - BOX 1

Time: 4-5 a.m. / ~~p.m.~~ Comments: Coyotes drove sheep out of barn in
Description of livestock / poultry damaged - check appropriate findings. early morning

<input checked="" type="checkbox"/> Throat / neck injuries or wounds	<input checked="" type="checkbox"/> Head / neck / jaw / spine broken or damaged
<input type="checkbox"/> Legs under animal or animal in upright position	<input type="checkbox"/> Lying in unnatural position or posture
<input checked="" type="checkbox"/> Puncture wounds with bruising	<input checked="" type="checkbox"/> Carcass dragged away from kill area
<input type="checkbox"/> Signs of struggle	<input type="checkbox"/> Bites on hind legs
<input type="checkbox"/> Evidence animal was sick / starving / diseased	<input type="checkbox"/> Blood trails in area
<input type="checkbox"/> Poisonous plants / limited pasture	<input type="checkbox"/> Evidence of birth within past 72 hours
<input type="checkbox"/> Other (explain)	<input type="checkbox"/> Other (explain)

Comments:

I have found evidence, to the best of my knowledge and belief, that shows the livestock/poultry in question has been killed or injured by a predator. **[Proceed to complete remaining boxes.]**

OR

There was insufficient evidence to make a finding due to deterioration or lack of carcass remains

Died of natural cause, sickness or disease

Scavenged only - did not die from predation

[Proceed to Box 6]

IDENTIFICATION OF PREDATOR - BOX 2

<input checked="" type="checkbox"/> Hindquarters / sides bitten or chewed	<input checked="" type="checkbox"/> Internal organs / ribs / fatty tissue eaten
<input type="checkbox"/> Wool scattered, carcass ripped apart	<input checked="" type="checkbox"/> Multiple carcasses
<input type="checkbox"/> Very little of carcass eaten <u>live only partially</u>	<input type="checkbox"/> Claw marks on flanks, shoulders
<input type="checkbox"/> Tracks present - type: <u>later - small lambs devoured</u>	<input type="checkbox"/> Hide mostly in one piece - not ripped into pieces
<input type="checkbox"/> Predator stools - type, size, colour, content (specify):	<input type="checkbox"/> Other findings (specify)

I have found evidence, to the best of my knowledge and belief, that shows the:

predator responsible for the damage was a (circle one): Coyote Wolf Dog

damage was caused by dog owned or habitually kept on premises of owner of livestock and/or poultry.

PHOTOGRAPHS - BOX 3

Attach photographs (3 - 6) of injured or killed livestock or poultry to indicate attack site, wounds and other pertinent evidence.

RISK ASSESSMENT - Check applicable item

1. Current regional predation risk is: High Moderate Low
 2. Regional incidence of predation is: Increasing Stable Decreasing
- Comments:
3. Predation on this farm is: 1st incident 1 claim / year 2 claims / year >2 claims / year
 4. Previous predation history. Dates: *May 29/11 - June 11/11*
- Describe actions **taken** by producer to decrease likelihood of predation since last claim
- Improved fencing Obtained guard animal
- Penning livestock at night Lighting yards
- Birthing in protected area Smell or noise deterrents
- Other:
5. Trapping / hunting
- Are predators being hunted / trapped on farm Yes (Date last caught *shot one June 10/11*) No
- Are there preventive hunting / trapping (e.g. spring) activities on farm Yes No

FARM MANAGEMENT - Check applicable item

1. Herd / Flock size: *70*
2. Run as one herd / flock: YES NO
3. Livestock are: Healthy Diseased Sick
4. Location of kill / injury:
 - Barnyard YES NO
 - Pasture - near buildings YES NO
 - Pasture - distant YES NO
 - Terrain of site: Open pasture Scrub bush Wooded Swamp nearby Hilly
5. Stock inspected daily: YES NO (How often / by whom)
6. Stock running at large (on unenclosed land / highway): YES NO
7. Stock confined at night: YES NO (If no, where) small pasture / barnyard / other
8. Fencing:

<u>Individual Pasture</u>	<u>Perimeter Fence</u>
Acreage: <i>2.2 acres</i>
Maintenance (circle one): <u>Good</u> / Fair / Poor	<u>Good</u> / Fair / Poor
9. Guard animal: Dog - breed Donkey Llama
10. Noise / smell repellents, etc. deterrents used (specify):
11. Other preventive measures used (specify):
12. Waste disposal method
 - Collected YES NO
 - Buried YES (how deep) *3 ft* NO
 - Composted YES NO
 - Other (specify)
 - Afterbirth disposed YES NO
13. Owner will implement the following to reduce further predation:
 - Improve fencing - repair / block entry points / addition of electric strands *solid door instead of gate on pen*
 - Protect newborns - special penning / predator proof nursery / birthing area
 - Add guard animals or other deterrents
 - Light yards / night penning
 - Husbandry changes (specify)
 - Predator removal (specify what, when, how often) *trying to shoot coyotes*
 - Other (specify)

I have found that the owner:

had taken reasonable measures to prevent predation

had not taken reasonable measures to prevent predation

VALUATION - BOX 5

REFER TO LIVESTOCK / POULTRY CATEGORIES AND CURRENT MARKET VALUES INFORMATION BELOW

1. Producer has livestock insurance YES NO
 2. Insurance policy reviewed by valuer YES NO

I value the said livestock and / or poultry, having due regard to the maximum amounts of compensation as set out in the regulations passed under the *Livestock, Poultry and Honey Bee Protection Act* (or by a by-law of this municipality), and hereby award the following compensation:

Species*	Live weight (lb or kg)	Market Price (lb or kg)	Add'l value over market**	Compensation Awarded
Dorset cross ewe	175 lb.			225. —
2 Dorset cross lambs	60 lb each	\$2.25		270. —
TOTAL COMPENSATION:				\$ 495. —

* Indicate newborn (N) if less than one-month old.

**For bred, purebred or high quality animals, animals must have physical identification, such as an ear tag or tattoo, that corresponds to written records. Copies of records, supporting the additional award, must be attached to this report.

VALUER AFFIDAVIT - BOX 6

To the best of my belief and knowledge, the findings in this report are complete and accurate

G. Flewelling
 Signature of valuer
519-323-9933
 Telephone number
evening
 Best time to telephone
June 23/11
 Date

LIVESTOCK/POULTRY CATEGORIES AND CURRENT MARKET VALUES

Please use exact wording under "TERM TO USE" when completing Report of Livestock Valuer form

1. Categories			SPECIES	TERM TO USE	DEFINITIONS
SPECIES	TERM TO USE	DEFINITIONS	Rabbits	Rabbit	all ages and sexes
Cattle	Caif	0-6 months	Note: Minimum \$20, not to exceed \$1000 per year per owner		
	Steer / Heifer	6-24 months	Sheep	Lamb	0-6 months
	Cow	>24 months - includes heifers > 24 months		Yearling	6-18 months
	Bull	>24 months - includes steers > 24 months	Swine	Ewe	> 18 months
Goats	Goat	all ages and sexes		Ram	> 18 months
Horses	Foal	< 6 months		Swine	Includes all ages and sexes
	Horse	all ages > 6 months	2. Current Market Values - Information Sources		
Poultry	Chicken	all types, report total weight		Ontario Farmer magazine - Market News Page	
	Duck	all types, report total weight		Ontario Livestock Exchange	
	Goose	all types, report total weight		Market Information Line	
	Turkey	all types, report total weight		Ontario Cattlemen's Association	519-824-9161
Note: Ratites (emu, ostrich, rhea), swans are not covered under the Act. Claims must be 25 kg or 55 lb. minimum, not to exceed \$1000 per year per owner.				Ontario Sheep Marketing Agency	519-836-0043
			3. Guard Animals		
			Guard dogs are generally not herding or hunting dogs nor house pets. Guard dogs remain with the livestock and are bonded to the animals. Generally they are specific breeds that have been bred for this purpose. For example: Grand Pyrenee, Komondor. Include breed when reporting a guard dog. Please do not record pets, herd or hunting dogs unless they truly are used in a guarding capacity.		

Note – This form is to be used by all livestock and poultry owners and valuers.

Section 1 – Identification

RECEIVED

AUG 02 2011

386

Name of Valuer

Last Name

Flewelling

First Name

Gord

TWP. OF WELLINGTON NORTH

Farm Location (where the damage occurred)

Lot No.

Pt. 14-28

Concession No.

WOSR

(Con. 5)

County/Region/District

Wellington

Municipality

Wellington North Twp

Vendor Number (to be completed by OMAFRA)

Section 2 – Owner/Business Information

Owner of Livestock/Poultry – Contact Information

Owner Last Name

Hern

Owner First Name

Lisa

Social Insurance No. (SIN) or Business No. (BN)

490-470-747

Mailing Address

Unit No.

Street No.

Street Name

Rural Route

2

PO Box

City/Town

Kenilworth

Province

Ont

Postal Code

N0G 2E0

Email Address

Telephone No.

519-878-3774

Fax No.

Section 3 – Description of Livestock/Poultry Killed or Injured

Description – Include species and breed.

Angus cross new-born bull calf

Kill or Injury Date (yyyy/mm/dd)

2011/07/24

Description of injuries Sustained – Attach photographs (3-6) of the injured livestock/poultry to indicate attack site, wounds and other pertinent evidence.

Eyes pecked out by a turkey vulture. Calf died from its injuries.

Section 4 – Description of Predator

Description – Species

Huge turkey vulture.

Description of the supporting evidence.

Section 5 – Valuation

Species	Number of Head(s)	Live Weight (lb or kg)	Market Price (lb or kg)	Additional Value Over Market*	Veterinary Costs for Injured Animals	Total Value of Animal	Less Amount to be Claimed by Insurance	Compensation Applied For **
<i>Angus cross calf</i>	<i>1</i>	<i>90 lb</i>	<i>1.35</i>					
		<i>as per O.C.A.</i>		<i>1.35 x 500 x</i>	<i>70%</i>	<i>472.50</i>		<i>472.50</i>
Total Compensation Applied For (\$)								<i>472.50</i>

* For bred, purebred or high quality animals, animals must have physical identification that corresponds to written records. Copies of records supporting the additional award must be attached to this report.

** Total Compensation applied for must not exceed the program limit (% coverage and per species maximum).

Section 6 – Reasonable Care

Risk Assessment

Current Regional Predation Risk is

High Medium Low

Regional Risk of Predation is

Increasing Stable Decreasing

Predation on this farm is

1st incident 1 claim/year 2 claims/year 3 or greater claims/year

Most Recent Predation Date(s) (yyyy/mm/dd)

Describe actions taken by owner to decrease likelihood of predation since last claim.

Farm Management

Health condition of the livestock herd/poultry flock

Healthy Diseased Sick

Location where the kill/injury occurred

Barnyard Pasture-Near Buildings Pasture-Distant

Herd/Flock Size

Other (specify)

Livestock Inspection Frequency – How often, by whom?

Daily by owner

Livestock/Poultry confined at night?

Yes No

Dead Livestock Disposal Practices

Collected Buried Composted
 Other (specify)

Fencing Description – Type/Condition

Excellent

Type of Guard Animals Used (if any)

dogs

Other Predator Prevention Practices Used

Owner will implement the following practices to prevent/reduce future predation

attempt to ~~eradicate~~ eradicate predators

Valuer Finding – I have found that the owner:

Had taken reasonable measures to prevent predation

Had **not** taken reasonable measures to prevent predation

Section 7 – Program Compliance Verification

Farm Business Registration (FBR) No. 4048229

OR

- Farm Business Registration (FBR) No. Alternate
- An OMAFRA Gross Farm Income Exemption Certificate for New/Retired Farmers that do not currently qualify to obtain an FBR number,
 - A confirmation letter provided from the Indian Agricultural Program of Ontario (IAPO) for premises situated on First Nations Land, or
 - A Religious Exemption approved by the Agriculture Food and Rural Affairs Appeal Tribunal.

Explanation (supporting verification must be supplied)

Premises ID No. _____

OR

- Premises ID No. Alternate
- A confirmation letter provided from the Indian Agricultural Program of Ontario (IAPO) for premises situated on First Nations Land

Explanation (supporting verification must be supplied)

Section 8 – Valuer Declaration and Signature

I have found sufficient evidence, to the best of my knowledge and belief, that the livestock/poultry in question has been killed or injured by a predator within the requirements of the Ontario Wildlife Damage Compensation Program and the owner is eligible for the amount of compensation indicated above.

OR

- There was insufficient evidence to make a finding due to deterioration or lack of carcass remains
- Died of natural causes, sickness or disease
- Scavenged only – did not die from predation
- Damage was caused by a dog owned or habitually kept on premises of owner of livestock and/or poultry
- Other reason claim is declined (specify)

I hereby certify that the information I have provided in this Application Form is true and accurate to the best of my knowledge. I also understand that submitting false or misleading information in this Application Form could result in the denial of the claim. I further understand that any payment of the municipality that I work for receives from OMAFRA under the Ontario Wildlife Damage Compensation Program as a result of the submission of false or misleading information I have submitted may have to be repaid by the municipality I work for to OMAFRA.

Valuer Mailing Address

Unit No.	Street No.	Street Name	Rural Route	PO Box
	271	Elgin St		
City/Town	Mt. Forest		Province	Postal Code
			Ont	N0C 2L1
Email Address			Telephone No.	Fax No.
			519-323-9953	

Valuer Signature

Valuer Last Name (Print)	Valuer First Name (Print)
Flewelling	Gordon
Position	Signature
Livestock Valuer	G. Flewelling
	Valuation Date (yyyy/mm/dd)
	July 26/11

Section 9 – Notice of Collection of Personal Information

Any personal information collected on this form, such as the Social Insurance Number of an individual acting as a sole proprietor or as an unincorporated partner in a partnership, is necessary for income tax purposes because a payment is being made as well as for the overall administration of the Ontario Wildlife Damage Compensation Program. More specifically, the Social Insurance Number will also be used for auditing and the collection of any debts incurred under the Ontario Wildlife Damage Compensation Program. The Social Insurance Number is being collected pursuant to the *Income Tax Act* (Canada), as amended and the Order-in-Council that established the Ontario Wildlife Damage Compensation Program.

Questions as to the collection of this information may be directed to:

Ontario Ministry of Agriculture, Food and Rural Affairs
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: 519 826-4047 or 1 877 424-1300 (toll free)
Email: ag.info.omafra@ontario.ca

Section 10 – Livestock and Poultry Owner Declaration and Signature

- I hereby certify that the information I have provided in this Application Form is true and accurate to the best of my knowledge. I also understand that submitting false or misleading information in this Application Form could result in the denial of this claim and any potential future claims that could be made by myself, myself on behalf of another person or any other person affiliated with myself in any type of business relationship in which this claim is being made may have under the Ontario Wildlife Damage Compensation Program and/or a requirement that any compensation received under the Ontario Wildlife Damage Compensation Program as a result of the submission of false or misleading information be repaid.
-

Owner Signature

Owner Last Name (Print)

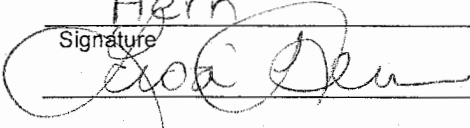
Owner First Name (Print)

Signature

Date (yyyy/mm/dd)

Hern

Lisa



2011/07/26

Completed applications and all supporting documents should be submitted to your local Municipal Clerk. If the damage occurred in an unincorporated township (a territory without Municipal organization as defined in Section 2 of the *Northern Services Board Act*), completed applications and all supporting documentation should be submitted to the Ontario Ministry of Agriculture, Food and Rural Affairs.

Note – This form is to be used by all livestock and poultry owners and valuers.

Section 1 – Identification

Name of Valuer

Last Name

O'ROURKE

First Name

GLENN

Farm Location (where the damage occurred)

Lot No.

5

Concession No.

11

FORMER WEST LUTHER TWP.

County/Region/District

WELLINGTON COUNTY

Municipality

TOWNSHIP OF WELLINGTON NORTH

Vendor Number (to be completed by OMAFRA)

Section 2 – Owner/Business Information

Owner of Livestock/Poultry – Contact Information

Owner Last Name

BZIKOT

Owner First Name

ERIC

Social Insurance No. (SIN) or Business No. (BN)

639-823-228

Mailing Address

Unit No.

Street No.

Street Name

Rural Route

RR #1

PO Box

City/Town

CONN

Province

ONTARIO

Postal Code

N0G1N0

Email Address

ee.bzikot@EVEREST.CA

Telephone No.

519-848-5694

Fax No.

SAME AS PHONE

Section 3 – Description of Livestock/Poultry Killed or Injured

Description – Include species and breed.

EWE - SHEEP - BRITISH MILK SHEEP
5 YEARS OLD

Kill or Injury Date (yyyy/mm/dd)

0700-0800 SATURDAY, 2011-08-06

Description of Injuries Sustained – Attach photographs (3-6) of the injured livestock/poultry to indicate attack site, wounds and other pertinent evidence.

CARCASS WAS MOSTLY EATEN - 3 LEGS LEFT,
RIB CAGE & SPINE & HEAD LEFT,

Section 4 – Description of Predator

Description – Species

COYOTE

Description of the supporting evidence.

DRIED BLOOD LEFT AT KILL AREA, STOMACH CONTENTS SPREAD, CARCASS DRAGGED 40 METRES FROM KILL AREA. OWNER SAW COYOTE FEEDING ON CARCASS

Section 5 – Valuation

Species	Number of Head(s)	Live Weight (lb or kg)	Market Price (lb or kg)	Additional Value Over Market*	Veterinary Costs for Injured Animals	Total Value of Animal	Less Amount to be Claimed by Insurance	Compensation Applied For **
SHEEP - EWE	1	190 lb	10937			\$207.80		\$207.80
Total Compensation Applied For (\$)								

* For bred, purebred or high quality animals, animals must have physical identification that corresponds to written records. Copies of records supporting the additional award must be attached to this report.

** Total Compensation applied for must not exceed the program limit (% coverage and per species maximum).

Section 6 – Reasonable Care

Risk Assessment

Current Regional Predation Risk is

High Medium Low

Regional Risk of Predation is

Increasing Stable Decreasing

Predation on this farm is

1st incident 1 claim/year 2 claims/year 3 or greater claims/year

Most Recent Predation Date(s) (yyyy/mm/dd)

2008

Describe actions taken by owner to decrease likelihood of predation since last claim.

INSTALLED ELECTRIC FENCE, NEIGHBOUR SHOT PREVIOUS COYOTE

Farm Management

Health condition of the livestock herd/poultry flock

Healthy Diseased Sick

Location where the kill/injury occurred

Barnyard Pasture-Near Buildings Pasture-Distant

Herd/Flock Size

Other (specify)

Livestock Inspection Frequency – How often, by whom?

TWICE A DAY - BY OWNER

Livestock/Poultry confined at night?

Yes No

Dead Livestock Disposal Practices

Collected Buried Composted Other (specify)

Fencing Description – Type/Condition

WOVEN ELECTRIC FENCE

Type of Guard Animals Used (if any)

NONE

Other Predator Prevention Practices Used

LIGHTS ON AT BUILDINGS

Owner will implement the following practices to prevent/reduce future predation

NOTHING MORE CAN BE DONE

Value Finding – I have found that the owner:

Had taken reasonable measures to prevent predation

Had not taken reasonable measures to prevent predation

Section 7 – Program Compliance Verification

- Farm Business Registration (FBR) No. 3056231
OR
 Farm Business Registration (FBR) No. Alternate
 - An OMAFRA Gross Farm Income Exemption Certificate for New/Retired Farmers that do not currently qualify to obtain an FBR number,
 - A confirmation letter provided from the Indian Agricultural Program of Ontario (IAPO) for premises situated on First Nations Land, or
 - A Religious Exemption approved by the Agriculture Food and Rural Affairs Appeal Tribunal.

Explanation (supporting verification must be supplied)

- Premises ID No. 8256 10TH LINE
OR
 Premises ID No. Alternate
 - A confirmation letter provided from the Indian Agricultural Program of Ontario (IAPO) for premises situated on First Nations Land

Explanation (supporting verification must be supplied)

Section 8 – Valuer Declaration and Signature

- I have found sufficient evidence, to the best of my knowledge and belief, that the livestock/poultry in question has been killed or injured by a predator within the requirements of the Ontario Wildlife Damage Compensation Program and the owner is eligible for the amount of compensation indicated above.
OR
- There was insufficient evidence to make a finding due to deterioration or lack of carcass remains
- Died of natural causes, sickness or disease
- Scavenged only – did not die from predation
- Damage was caused by a dog owned or habitually kept on premises of owner of livestock and/or poultry
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Valuer Mailing Address

Unit No.	Street No.	Street Name	Rural Route <u>R.R. #5</u>	PO Box
City/Town <u>MOUNT FOREST</u>			Province <u>ONTARIO</u>	Postal Code <u>N0G 2L0</u>
Email Address <u>g-orourke@wightman.ca</u>			Telephone No. <u>519-323-2620</u>	Fax No. <u>NIL</u>

Valuer Signature

Valuer Last Name (Print)

O'ROURKE

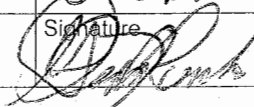
Position

LIVESTOCK VALUER

Valuer First Name (Print)

GLENN

Signature



Valuation Date (yyyy/mm/dd)

2011-08-08

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Owner Signature

Owner Last Name (Print)

Owner First Name (Print)

BZIKOT

ERIC

Signature



Date (yyyy/mm/dd)

2011-08-08

Completed applications and all supporting documents should be submitted to your local Municipal Clerk. If the damage occurred in an unincorporated township (a territory without Municipal organization as defined in Section 2 of the *Northern Services Board Act*), completed applications and all supporting documentation should be submitted to the Ontario Ministry of Agriculture, Food and Rural Affairs.

ONTARIO SHEEP MARKETING AGENCY

ONTARIO LIVESTOCK EXCHANGE

	Sale Date: 02-Aug-2011						Change from 26-Jul-2011		Change from 03-Aug-2010	
	# Head	Low \$	High \$	Avg \$	Top \$	Avg Wgt	Volume	Price (\$/cwt)	Volume	Price (\$/cwt)
Lambs	544	-	-	-	-	-	-720	-	-225	-
Under 50 lbs.	15	50.00	205.00	184.67	205.00	37	-15	-16.68	-2	-22.09
50 - 64 lbs.	55	200.00	225.00	215.41	247.00	60	-123	-13.57	-16	21.01
65 - 79 lbs.	197	217.50	238.00	222.91	245.00	72	-122	-1.37	2	39.97
80 - 94 lbs.	137	201.00	215.00	208.77	228.00	86	-231	14.36	-83	56.36
95 - 109 lbs.	123	190.00	212.00	199.76	219.00	102	-221	17.33	-126	56.77
110 lbs. +	17	177.50	197.50	188.54	197.50	126	-8	19.56	0	52.77
Sheep (all weights)	136	95.00	122.50	109.37	160.00	145	-54	16.65	53	-5.59
Total (Sheep & Lambs)	680	-	-	-	-	-	-774	-	-172	-

At 0900, Monday, Aug 8, 2011, Cathy MORE called me & advised me of a sheep kill at Eric BZIKOT farm ~~on~~ 10 the line of West huter.

I arrived at farm at 1:30 PM, Aug 8/11.

Owner advised me that he let sheep out at 7:00 AM, Aug 6/11 & at 8:00 AM, he saw a coyote feeding on the ewe carcass.

Before I got there, the coyote(s) dragged to carcass 40 metres away from kill area.

Weather Today - Sunny & Warm - 26°C.

Total time expended - 3 hours

Total kilometres - 50.6 km

Price of sheep determined from Ont.
Sheep Marketing Agency sales date

Aug 2/11

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

BY-LAW NUMBER 66-11

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON
AUGUST 29, 2011.**

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 5(3) and 130.

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 5(3), provides that the jurisdiction of every council is confined to the municipality that it represents and its powers shall be exercised by by-law.

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 130 provides that every council may pass such by-laws and make such regulations for the health, safety and well-being of the inhabitants of the municipality in matters not specifically provided for by this Act and for governing the conduct of its members as may be deemed expedient and are not contrary to law.

NOW THEREFORE the Council of The Corporation of the Township of Wellington North hereby **ENACTS AS FOLLOWS:**

1. That the action of the Council at its Regular Meeting held on August 29, 2011 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.
2. That the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. That this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter or thing referred to in subsection 65 (1) of the Ontario Municipal Board Act, R.S.O. 1990, Chapter 0.28, shall not take effect until the approval of the Ontario Municipal Board with respect thereto, required under such subsection, has been obtained.
4. That any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 29TH DAY OF AUGUST, 2011.**

**RAYMOND TOUT
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

MEETINGS, NOTICES, ANNOUNCEMENTS

Tuesday, September 6, 2011	Recreation and Culture Committee	8:00 a.m.
Monday, September 12, 2011	Regular Council	7:00 p.m.
Tuesday, September 13, 2011	Building/Property Committee	9:00 a.m.
Tuesday, September 20, 2011	Works Committee	8:30 a.m.
Tuesday, September 20, 2011	Water/Sewer Committee	Following Works Committee
Tuesday, September 20, 2011	Fire Committee	7:00 p.m.
Wednesday, September 21, 2011	Economic Development Committee	4:30 p.m.
Monday, September 26, 2011	Regular Council	7:00 p.m.

The following accessibility services can be made available to residents upon request with two weeks notice:

Sign Language Services – Canadian Hearing Society – 1-800-668-5815

Documents in alternate forms – CNIB – 1-866-797-1312